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RECORDATION NO. 14144
SEP 12 1983 4 25 PM
INTERSTATE COMMERCE COMMISSION

SIDLEY & AUSTIN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 853-7000
TELEX 25-4364

2049 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067
213: 553-8100 TELEX 18-1391

55 EAST 52ND STREET
NEW YORK, NEW YORK 10055
212: 486-7717 TELEX 97-1696

1722 EYE STREET, N.W.
WASHINGTON, D.C. 20006
202: 429-4000 TELEX 89-463

31 ST. JAMES'S SQUARE
LONDON, SW1Y 4JR, ENGLAND
01: 930-5596 TELEX 21781

P.O. BOX 190
MUSCAT, EMIRATE OF OMAN
722-4111 TELEX 8266

P.O. BOX 4619
DEIRA, DUBAI-U.A.E.
9714-283194 TELEX 47216

5 SHENTON WAY
SINGAPORE 0106
65 224-5000 TELEX 28754

SIDLEY & AUSTIN & NAGUIB
AHMED NESSIM STREET, 3
OIZA, CAIRO, EGYPT
729-499 TELEX 93750

September 8, 1983

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

On behalf of The First National Bank of Chicago, enclosed is the original of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code together with one copy of the cover page of such document.

This document is a ETC Cars Security Agreement No. 1, a primary document, dated as of September 8, 1983.

The names and addresses of the parties to the document are as follows:

Grantors:

North American Car Corporation
33 West Monroe St.
Chicago, Illinois 60603

and

North American Car (Canada) Limited
33 West Monroe St.
Chicago, Illinois 60603

Collateral Agent:

The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670

Secretary
Interstate Commerce Commission
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It is impractical to set forth herein a description of the equipment covered by the document, but such description is contained in the schedules, to such document.

A check in the amount of \$760 payable to the order of the Interstate Commerce Commission, \$50 of which is attributable to this document, is enclosed to cover the filing fee.

Please return the copy of the cover page of the document stamped as recorded to the person delivering this letter.

A short summary of the document to appear in the index follows:

ETC Cars Security Agreement No. 1
dated September 8, 1983 among North American
Car Corporation (the Company) 33 West Monroe
St., Chicago, Illinois 60603, North American
Car (Canada) Limited (the Canadian Company),
33 West Monroe St., Chicago, Illinois 60603
and The First National Bank of Chicago,
One First National Plaza, Chicago, Illinois
60670, as Collateral Agent, granting to the
Collateral Agent certain rights of the
Company and the Canadian Company to the
railroad equipment described in the schedules
to such Agreement.

Very truly yours,

Sidley + Austin

NORTH AMERICAN CAR CORPORATION
NORTH AMERICAN CAR (CANADA) LIMITED
ETC CARS SECURITY AGREEMENT
NO. 1

14144
RECORDATION NO. Filed 142b
SEP 12 1983 4 05 PM
INTERSTATE COMMERCE COMMISSION

THIS ETC CARS SECURITY AGREEMENT, dated as of September 8, 1983, is entered into by and among the Company, the Canadian Company and the Collateral Agent.

RECITALS

1. Concurrently with the Effective Date hereof, the Company, the Creditors and the Collateral Agent are entering into the Master Agreement pursuant to which, among other things, the Creditors have agreed to forbear from exercising certain remedies available to them as a result of certain defaults by the Company and have agreed to defer certain payments of principal and interest, and the Company in consideration therefor has agreed to grant the Creditors security interests in certain of its assets and properties;

2. Concurrently with the Effective Date hereof, the Creditors are entering into the Intercreditor Agreement pursuant to which, among other things, the Creditors have appointed The First National Bank of Chicago as Collateral Agent for the purpose, among other things, of holding and administering such security interests; and

3. The Company, the Canadian Company and the Collateral Agent are entering into this Security Agreement and other Security Documents pursuant to the Master Agreement for the purpose of granting to the Collateral Agent, for the benefit of the Creditors, a security interest in the railroad equipment described herein and therein and certain rights of the Company, the Canadian Company with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in order to secure the payment of the Obligations when and as the same shall become payable pursuant to the Master Agreement and the performance by the Company of its covenants and agreements contained in the Master Agreement and in this Security Agreement, the Company hereby grants to and creates in favor of the Collateral Agent a security interest in and to the following Collateral:

FIRST: Reversion. All right, title and interest of every kind and nature whatsoever, legal or equitable, hereafter vested in or conveyed or assigned to the Company in and to all units of railroad equipment described in Schedule 1 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto

pursuant to such Section 9(c), together with any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause First.

SECOND: Leaseholds. All right, title and interest of the Company in, to and under the leasehold interest now owned by or vested in the Company pursuant to any instrument (including any and all amendments thereto or supplements or modifications thereof) with respect to all units of railroad equipment described in Schedule 1 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto pursuant to such Section 9(c), together with any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause Second, and all rights, powers, privileges, options, claims, demands and other benefits of the Company under any instrument providing for the lease of any unit of railroad equipment described in this Granting Clause Second to the Company or otherwise with respect to such leasehold interest, including without limitation: (i) the immediate and continuing right to receive all rents, income, revenues, issues,

profits, casualty payments, insurance proceeds, condemnation payments, purchase price payments, proceeds and other moneys now or hereafter payable to or receivable by the Company with respect to such leasehold interest, (ii) all claims, demands, rights, powers, privileges and remedies now existing in or hereafter acquired by the Company with respect to such leasehold interest, whether now or hereafter existing under any instrument providing for the lease of any unit of railroad equipment described in this Granting Clause Second to the Company or by statute, at law, in equity or otherwise, as a result of any failure on the part of the lessor of such unit of railroad equipment to perform or comply with any of the terms, conditions or provisions of such instrument and (iii) the full and complete power and authority, whether in the name of the Company, as its attorney or agent or otherwise, to ask, demand, sue for, enforce, collect, receive and receipt for any and all sums to which the Company is or may become entitled with respect to such leasehold interest, including each item specified in clause (i) above, and otherwise to enforce compliance with all of the terms, conditions and provisions of each instrument providing for the lease of any unit of railroad equipment described in this Granting Clause Second to the Company with respect to such leasehold interest.

THIRD: Leases. All right, title and interest of the Company, as lessor, in, to and under each and every

existing or future lease (and each and every existing and future guarantee of or security for all or any of the obligations of the lessee thereunder), including any and all amendments thereto or supplements or modifications thereof, with respect to each unit of railroad equipment described in Schedule 1 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto pursuant to such Section 9(c), together with any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause Third and all rights, powers, privileges, options, claims, demands and other benefits of the Company, as lessor, under each and every such lease, including without limitation: (i) the immediate and continuing right to receive all rents, income, revenues, issues, profits, casualty payments, insurance proceeds, condemnation payments, purchase price payments, proceeds and other moneys now or hereafter payable to or receivable by the Company, as lessor thereunder, (ii) all claims, demands, rights, powers, privileges and remedies now existing in or hereafter acquired by the Company, as lessor thereunder, whether now or hereafter existing under any of such leases or guarantees or by statute, at law, in equity or otherwise, as a result of any failure on the part of any

lessee under any such lease (or of any guarantor under any such guarantee) to perform or comply with any of the terms, conditions or provisions of any such lease or guarantee and (iii) the full and complete power and authority, whether in the name of the Company, as its attorney or agent or otherwise, to ask, demand, sue for, enforce, collect, receive and receipt for any and all sums to which the Company is or may become entitled under any such lease or guarantee, including each item specified in clause (i) above, and otherwise to enforce compliance with all terms, conditions and provisions of any such lease or guarantee.

FOURTH: Insurance and Condemnation Proceeds. All right, title and interest of the Company in and to all awards, compensation or damages for or on account of the taking by Eminent Domain of, and all insurance proceeds payable to or receivable by the Company for or on account of the loss, damage, destruction or taking by Eminent Domain of, any unit of railroad equipment described in Schedule 1 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto pursuant to such Section 9(c), and any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Company now or hereafter affixed to any unit of railroad equipment

described in this Granting Clause Fourth, together with the immediate and continuing right and authority to receive all such awards, compensation, damages and proceeds and, in the name of the Company, as its attorney or agent or otherwise, to ask, demand, sue for, enforce, collect, receive and receipt for any and all sums to which the Company is or may become entitled in any proceeding for such taking by Eminent Domain or under any insurance policy insuring against any such loss, damage, destruction or taking and otherwise to enforce any of the Company's rights, powers or privileges with respect thereto.

SUBJECT, HOWEVER, as to the security interest granted and created by Granting Clause Third hereof in any Unit described in:

(a) Schedule 1 hereto, to the right, title and interest, if any, of the trustee under the Existing Prior Lien Agreement; and

(b) Any Schedule added hereto pursuant to Section 9(c) hereof, to the right, title and interest, if any, of the trustee of the Substitute Prior Lien Agreement specified in such Schedule.

PROVIDED, HOWEVER, that if, but only to the extent that, a court of competent jurisdiction shall hold in a

final, unappealable decision in a proceeding in which the Collateral Agent has been a party or has had the opportunity to participate that any security interest granted and created by these Granting Clauses in or with respect to any Unit described in any Schedule hereto would, but for the effect of this paragraph, constitute a default or an event of default of sufficient materiality under a particular Prior Lien Agreement to permit the trustee thereunder to accelerate the maturity of the equipment trust certificates outstanding thereunder, or to foreclose its interest in the railroad equipment (or any sublease thereof) subject thereto, then, except as provided in the next sentence, such security interest shall be ab initio of no force and effect, except that such security interest shall in all events be valid and effective as against the Company and all persons claiming by, through or under the Company from and after the satisfaction and discharge of such Prior Lien Agreement. Neither the Company nor any person claiming by, through or under the Company (other than such trustee, its successors and assigns (excluding the Company) and such holders) shall assert against the Collateral Agent, and the Company and all such persons shall be estopped from claiming against the Collateral Agent, the invalidity or ineffectiveness of such security interest.

1. Definitions. For all purposes of this Security Agreement, and unless the context otherwise requires, all capitalized terms used herein without definition shall have the meanings set forth on Exhibit A hereto.

2. Attachment of Security Interests. The security interest granted and created hereby shall attach to the Collateral upon the Effective Date.

3. Validity of Leasehold; Liens. The Company represents and warrants that the Company has a good and valid leasehold interest in the Equipment pursuant to the Existing Prior Lien Agreement, and such leasehold and the Equipment are free and clear of all Liens except the Liens of the Existing Prior Lien Agreement and this Security Agreement and Liens not prohibited under Section 5.01 of the Master Agreement other than clause (a) thereof.

4. Maintenance and Repair. The Company will maintain and keep, or cause others to maintain and keep, each Unit in good order and repair in accordance with industry standards, all without cost or expense to the Collateral Agent or the Creditors, unless and until it becomes worn out, unsuitable for use, lost, stolen, destroyed or taken by Eminent Domain (herein called a "Casualty Occurrence"). For purposes of this Section 4, the term "unsuitable for use" shall include any condition in which a Unit is no longer usable for the purpose or purposes for which it was designed (or an alternative purpose or purposes provided that no material impairment in the fair market value or the remaining useful life shall arise therefrom),

whether by virtue of its physical condition or the effect of any applicable law, rule, regulation or order.

The Company will, or will cause others to, comply in all respects with all laws (including, without limitation, laws with respect to the use, maintenance and operation of each Unit) of the jurisdictions in which operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that such laws or rules require any alteration, replacement or addition of or to any part of any Unit, the Company will, or will cause others to, comply therewith, all without cost or expense to the Collateral Agent or the Creditors.

For the purposes of enabling the Company to meet the transportation requirements of present and future lessees and sublessees, the Company may from time to time make, or cause to be made, changes and alterations in the design, structure and equipment of any Units constituting a part of the Collateral, all at the expense of the Company; provided,

however, that no material impairment in the fair market value or the remaining useful life shall result therefrom.

The Collateral Agent, by its agents, shall have the right to inspect the Equipment, or any portion thereof, at such times and from time to time as it shall reasonably request at the then existing locations thereof.

5. Possession and Use; Indemnification. Except as expressly provided in this Section 5, the Company shall not assign, transfer or grant or create any security interest in the Collateral, or transfer, lease or sublease the Equipment or any part thereof or assign, pledge, mortgage, grant or create a security interest in, transfer or otherwise dispose of any rights under any lease or sublease of the Equipment without the prior written consent of the Collateral Agent; and the Company shall not, without such prior written consent, except as provided herein, part with the possession of, or suffer or allow to pass out of its control, any of the Equipment.

So long as no Default shall have occurred and be continuing, the Company shall be entitled to furnish the Equipment or any Unit thereof to railroad companies for use upon the lines of railroad owned or operated by them or their Affiliates or over which they have trackage or other

operating rights and upon connecting and other lines of railroad in the usual interchange traffic, or to others than railroad companies for use in the normal course of their respective businesses, and shall also be entitled to lease or sublease all or any part of the Equipment; provided, however, that no Equipment shall be so furnished, leased or subleased except in compliance with the Master Agreement; provided, further, that the aggregate AAR Value of Units leased or subleased to any one lessee or sublessee and its Affiliates shall not exceed 25% of the aggregate AAR Value of all the Equipment; and provided, further, that the Company shall not suffer or allow (i) Units having an aggregate AAR Value in excess of 5% of the aggregate AAR Value of all the Equipment to be located at any time in Mexico, (ii) any material number of Units, other than Units which are more than 20 years old and Units subject to valid and effective leases, to be located at any time in Mexico and (iii) any material number of Units to be located in Provinces of Canada in which the security interest of the Collateral Agent hereunder shall not have been effectively protected by the recordings and filings made pursuant to Section 8 hereof.

Each such lease or sublease may provide that the lessee or sublessee, as the case may be, but only so long as it shall not be in default under such lease or sublease,

shall be entitled to the possession and use of the Units covered thereby, and, subject to the provisions of Section 6 hereof, may provide for lettering or marking upon such Units for convenience of identification of the leasehold interest of such lessee or sublessee therein; provided, however, that each such lease or sublease made after the date hereof shall expressly provide that the Company, or any assignee of the Company, may at any time, without notice or consent, sell, assign, pledge, mortgage, transfer or otherwise dispose of or grant or create a security interest in such lease or sublease or the Units subject thereto; and provided, further, that each such lease or sublease made after the date hereof shall expressly provide that the right of the lessee or sublessee thereunder is subject and subordinate in all respects to the rights of the Collateral Agent hereunder.

The Company agrees to indemnify, protect and hold harmless the Collateral Agent and the Creditors from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including reasonable attorneys' fees and expenses, patent liabilities, penalties and interest, arising out of or as the result of the entering into or the performance of the Master Agreement or this Security Agreement or any amendment, consent, waiver or modification of either thereof, the occurrence of a Default

thereunder or hereunder, the taking or holding of a security interest with respect to any Unit, the use, operation, lease, sublease, storage or return of any Unit or any accident in connection with the operation, use, condition, possession, storage, sale or return of any Unit resulting in damage to property or injury or death to any person. The indemnities arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all Obligations and the termination of this Security Agreement.

6. Marking of Equipment. As promptly as practicable after delivery of this Security Agreement, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each Unit a metal plate bearing the following words, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of such Unit, in either case in letters not less than seven-sixteenths of an inch in height:

THIS CAR IS SUBJECT TO A SECURITY AGREEMENT
RECORDED UNDER SECTION 11303 OF THE INTERSTATE
COMMERCE ACT.

Such plates or marks shall be such as to be readily visible and as to indicate plainly the Collateral Agent's security interest in each Unit.

In case, prior to the termination of the security interest granted and created herein, any of such plates or marks shall at any time be removed, defaced, obliterated or destroyed, the Company shall forthwith cause the same to be restored or replaced. The Company shall not change, or permit to be changed, the numbers of any of the Units (or any numbers which may have been substituted therefor as herein provided) except in accordance with a restated Schedule hereto which shall set forth such numbers so changed and which shall be filed and recorded in like manner as this Security Agreement.

7. Insurance. The Company shall maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to the Equipment against casualties or contingencies of the kinds customarily carried by corporations engaged in the same or similar businesses, of such types and in such amounts as are customarily carried. Each policy of insurance shall comply with Section 6.03 of the Master Agreement.

8. Recording. The Company shall, promptly after the execution and delivery of this Security Agreement and each amendment or supplement hereto (including each amended, modified, supplemented, restated or additional Schedule hereto), respectively, (i) cause this Security Agreement or

such amendment or supplement, as the case may be, to be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303 and, within 21 days from the execution hereof or thereof, as the case may be, deposited with the Registrar General of Canada and notice of such deposit given in the Canada Gazette pursuant to Section 86 of the Railway Act of Canada and (ii) cause financing statements with respect to the Collateral to be filed under the Code and in accordance with applicable legislation of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario. The Company from time to time shall do and perform any other act and shall execute, acknowledge, deliver, file, register and record any and all further instruments and shall file, register and record this Security Agreement and each amendment or supplement hereto, or financing statements with respect hereto or thereto, in all other jurisdictions required by law or reasonably requested by the Collateral Agent for the purposes of proper protection of the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and of fully carrying out and effectuating this Security Agreement and the intent hereof.

Promptly after the execution and delivery of this Security Agreement and each amendment or supplement hereto, the Company shall furnish to the Collateral Agent an Opinion

of Counsel stating that, in the opinion of such counsel, this Security Agreement or such amendment or supplement, as the case may be, has been properly recorded and filed so as effectively to protect the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and reciting the details of such action; and the Company shall furnish to the Collateral Agent, not more than three months after the anniversary in each year of the execution and delivery of this Security Agreement, an Opinion of Counsel stating either that, in the opinion of such counsel, (i) such action has been taken with respect to the recording, filing, rerecording and refiling of this Security Agreement and each amendment or supplement hereto as is necessary for the proper protection of the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and reciting the details of such action or (ii) no such action is necessary for any of such purposes.

9. Releases and Substitutions; Amendment of Schedules. (a) From time to time the Collateral Agent shall release Collateral from the security interest granted and created hereby upon compliance with and subject to the terms and conditions of Section 6.05, 6.06, 6.07 or 6.10 of the Master Agreement; provided, however, that if any Unit is

to be released pursuant to Section 6.07 of the Master Agreement to permit the Company to subject such Unit to an ETC Agreement, such Unit shall be released only to the extent necessary to permit the Company to make such substitution, and, except to the extent so released, the security interest of the Collateral Agent in such Unit shall continue in full force and effect until released by the Collateral Agent under the Master Agreement and this Security Agreement.

(b) Simultaneously with the delivery to the Collateral Agent of any request for the release of Collateral pursuant to Section 6.05, 6.06 or 6.07 of the Master Agreement, the Company shall deliver to the Collateral Agent (i) a proper amendment or supplement to this Security Agreement which shall reflect (A) the release, in whole or in part, of the security interest of the Collateral Agent in such Collateral and, in the case of a request pursuant to such Section 6.07, (B) the continued security interest of the Collateral Agent hereunder in and to the Units with respect to which such security interest is released only in part and (ii) a proper amendment or supplement to the Unencumbered Cars Security Agreement granting to and creating in favor of the Collateral Agent a security interest in and to all of the Company's right, title and interest in and to all railroad equipment released from an ETC Agreement as a result of the substitution therefor of the Units so

released, so that the security interest of the Collateral Agent therein shall be the same as though such released railroad equipment had been described in Schedule 1 to the Unencumbered Cars Security Agreement when originally executed and delivered by the Company; provided, however, that if, pursuant to Section 9(a) hereof, the Company would be entitled at the time of release of any units of railroad equipment from an ETC Agreement to the release of such units hereunder if they were then Units, then, upon compliance by the Company with the provisions of Section 6.05, 6.06 or 6.07 of the Master Agreement, the Company may elect not to grant to and create in favor of the Collateral Agent a security interest in such released units.

(c) For purposes of this Section 9, an amendment or supplement to this Security Agreement or a release of Collateral hereunder may consist of an agreement executed and delivered by the Company and the Collateral Agent amending, modifying, supplementing or restating one or more of the Schedules hereto or, in the case of the partial release of a security interest in any Unit which is to be subjected to an ETC Agreement other than the Existing Prior Lien Agreement (herein called a "Substitute Prior Lien Agreement"), adding a new Schedule hereto, which shall specify the Substitute Prior Lien Agreement to which the security interest of the Collateral Agent in such Unit shall

be subject, describe such Unit and specify the nature of the Collateral Agent's security interest in such Unit.

10. Default. (a) Each of the following events shall constitute Default under this Security Agreement:

(i) a Default shall have occurred under the Master Agreement;

(ii) the Company shall have failed to observe or perform any term, covenant, condition or agreement contained in this Security Agreement for a period of 30 days after written notice to the Company of such failure from the Collateral Agent.

(b) Subject to any perfected Prior Lien Agreement and to the rights of any lessees, sublessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, upon the occurrence of any Default the Collateral Agent shall have such rights and remedies with respect to the Collateral, or any portion thereof, as are provided by the Code and such other rights and remedies with respect thereto as are accorded by law, in equity or under this Security Agreement, including without limitation the right to take immediate possession of the

Equipment, or any portion thereof, with or without judicial process, and for that purpose the Collateral Agent may pursue the same wherever any of the Equipment may be found and may enter any of the premises of the Company, any of its Affiliates or any lessee or sublessee of the Equipment, or any portion thereof, with or without notice, demand, force or process of law, and keep and store the same until sold or remove and sell and dispose of the same at public or private sale to the extent permitted by law, at one or more sales, as an entirety or in parcels; or in lieu of or in addition to exercising the power of sale hereinabove given, the Collateral Agent may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein granted, or for any foreclosure hereunder, or for the sale of the Equipment, or any portion thereof, under the judgment or decree of any court or courts of competent jurisdiction. To the full extent that the Company may lawfully so do, the Company agrees that it will not at any time claim the benefit of any stay, extension, appraisal, redemption or similar law now or hereafter in force.

Subject to any perfected Prior Lien Agreement and to the rights of any lessees, sublessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, upon the occurrence

of any Default the Company shall, promptly upon demand of the Collateral Agent, assemble the Equipment and make the same available to the Collateral Agent at a place to be designated by the Collateral Agent. In connection with the delivery of possession of any or all of the Equipment and if requested by the Collateral Agent to do so, the Company shall at its own expense and risk:

(i) forthwith and in a reasonable manner and at a reasonable speed, cause the Equipment to be drawn to such point or points as shall reasonably be designated by the Collateral Agent and there deliver or cause to be delivered the same to the Collateral Agent; and

(ii) forthwith place the Equipment upon such storage tracks of the Company as the Collateral Agent reasonably may designate and permit the Collateral Agent to store the Equipment on such tracks, at the risk and expense of the Company, until the Equipment has been sold or otherwise disposed of by the Collateral Agent.

The performance of the foregoing covenant is of the essence of this Security Agreement and, upon application to any court having jurisdiction in the premises, the Collateral Agent shall be entitled to a decree against the Company

requiring the specific performance thereof. The Company hereby appoints the Collateral Agent its attorney-in-fact to give all such notices and do all such things which the Company could do and which the Collateral Agent, in its sole discretion, shall deem necessary or desirable to enforce performance of the foregoing covenant.

(c) Subject to any perfected Prior Lien Agreement and to the rights of any lessees, sublessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, the Collateral Agent shall apply the proceeds of any sale or other disposition of the Collateral, after the occurrence of a Default, (i) to the payment of the reasonable costs and expenses incurred by the Collateral Agent in connection therewith, including reasonable attorneys' fees and legal expenses, (ii) to the payment in full of the Obligations and (iii) to the payment of the balance, if any, to the Company.

11. Reports. Whenever required by the Collateral Agent, and at least once, on or before April 15 in every calendar year, commencing April 15, 1984, until the termination of this Security Agreement, the Company shall furnish to the Collateral Agent an Officers' Certificate, dated not more than 90 days prior to the date such certificate is

required to be delivered, stating (i) the description and numbers of all Units that have suffered a Casualty Occurrence since the date of the last preceding Officers' Certificate (or the date this Security Agreement is originally executed in the case of the first Officers' Certificate); (ii) that in the case of all Equipment repainted or repaired since the date of the last preceding Officers' Certificate (or the date this Security Agreement is originally executed in the case of the first Officers' Certificate) the plates or marks required by Section 6 hereof have been preserved, or that such Equipment when repainted or repaired has been again plated or marked as required thereby; and (iii) the description and numbers of all Units that have been leased or subleased since the date of the last preceding Officers' Certificate (or the date this Security Agreement is originally executed in the case of the first Officers' Certificate) and that all such leases and subleases conform to the provisions of Section 5 hereof.

12. Post-Closing Opinions. Within 30 days after the Effective Date, the Company shall furnish to the Collateral Agent:

(i) the opinion of Wilmer, Cutler & Pickering, Interstate Commerce Commission counsel to the Company, to the effect set forth in Exhibit B hereto;

(ii) the opinion of Osler, Hoskin & Harcourt, Canadian counsel to the Company, to the effect set forth in Exhibit C hereto; and

(iii) the opinion of Pedersen & Houpt P.C., counsel to the Company, to the effect set forth in Exhibit D hereto.

13. Principal Place of Business. The Company represents and warrants that its principal place of business and chief executive office is at 33 West Monroe Street, Chicago, Illinois 60603, and agrees that it will promptly notify the Collateral Agent in writing of any change in the location of such principal place of business and chief executive office.

14. Notices. All notices, requests, consents, waivers, demands and other communications relating to this Security Agreement shall be given to the respective parties hereunder in writing or sent by telex, telegram or cable and shall be effective, in the case of written notice, five Business Days after placement into the mails (first class, postage prepaid, or in the case of notices sent to or from any foreign country, air mail or express mail, postage prepaid) or upon receipt in the case of notice by telex, telegram or cable, addressed to the Company and the Canadian Company at 33 West Monroe Street, Chicago, Illinois 60603,

Attention: Vice President-Finance and to the Collateral Agent at One First National Plaza, Chicago, Illinois 60670, Attention: Vice President, World-Wide Banking, or to such other address as either party shall notify the other party in writing. A copy of all such notices with respect to Defaults shall also be delivered to Special Counsel for the Creditors, Latham & Watkins, Sears Tower 6900, Chicago, Illinois 60606, Attention: George A. Rice, Esq., and to Special Counsel for the Collateral Agent, Sidley & Austin, One First National Plaza, Chicago, Illinois 60603, Attention: Donald L Schwartz, Esq.; provided that failure to deliver such copies shall not affect the validity of any such notice or any action taken pursuant thereto.

15. Exhibits and Schedules. All Exhibits and Schedules hereto are hereby incorporated herein and shall be deemed to be a part hereof.

16. Successors and Assigns. The obligations of the Company under this Security Agreement may not be assigned without the prior written consent of all Creditors. The rights and obligations of the Collateral Agent hereunder shall inure to the benefit of the Collateral Agent, its successors and assigns.

17. Governing Law. This Security Agreement has been delivered at and shall be deemed to have been made at

Chicago, Illinois, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Illinois, but the parties shall be entitled to all the rights conferred by 49 U.S.C. §11303(a) and by Section 86 of the Railway Act of Canada.

18. Counterparts. This Security Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute one and the same instrument.

19. Severability. Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace any prohibited or unenforceable provision with a valid provision or provisions, the economic effect of which shall reflect the economic bargain manifested in the prohibited or unenforceable provisions. Any provision of this Security Agreement that is prohibited or unenforceable shall not invalidate or render unenforceable any provision of any other Security Document between the

Company and the Collateral Agent, and any provision of any other such Security Document that is prohibited or unenforceable shall not invalidate or render unenforceable any provision of this Security Agreement.

20. Headings. The headings of the sections herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Security Agreement.

21. Termination. This Security Agreement and the security interest provided for herein shall terminate upon payment in full of all Obligations.

22. Effective Date. This Security Agreement shall become effective on the date the Master Agreement becomes effective.

23. Grant of Security Interest by Canadian Company. In order to provide additional security for the payment of the Obligations when and as the same shall become payable pursuant to the Master Agreement and for the performance by the Company of its covenants and agreements contained in the Master Agreement and in this Security Agreement, the Canadian Company, in consideration of the forbearance from exercising the remedies and deferral of the payments referred

to in the recitals hereto and in consideration of the covenants and agreements contained herein, hereby grants to and creates in favor of the Collateral Agent a security interest in and to all right, title and interest, if any, of every kind and nature whatsoever, legal or equitable, which it may have at any time in the Units, whether now owned or hereafter acquired by, or which is now or hereafter vested in or conveyed or assigned to, the Canadian Company, subject, however, to the right, title and interest, if any, of the Company under the Intercompany Security Agreement. Such security interest shall be held and administered by the Collateral Agent, and the Collateral Agent may deal with such security interest, including, without limitation, exercising the rights and remedies provided herein upon the occurrence of a Default, in the same manner as it is entitled to hold, administer and deal with the security interest granted by the Company hereunder.

IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed by its authorized representative as of the date first above written.

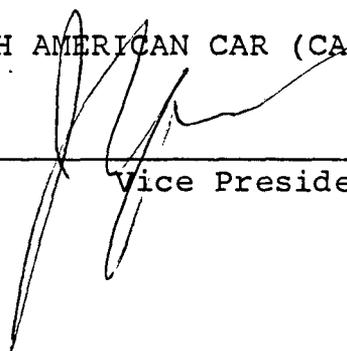
NORTH AMERICAN CAR CORPORATION

By 
Vice President

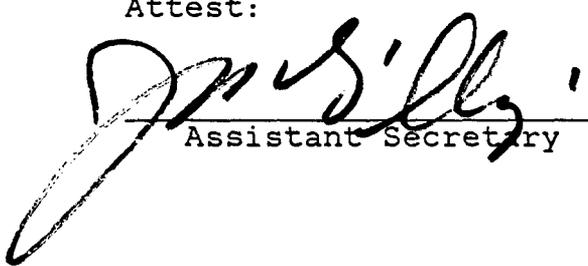
Attest:


Assistant Secretary

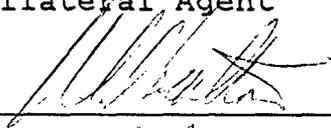
NORTH AMERICAN CAR (CANADA) LIMITED

By 
Vice President

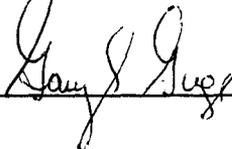
Attest:


Assistant Secretary

THE FIRST NATIONAL BANK OF CHICAGO,
as Collateral Agent

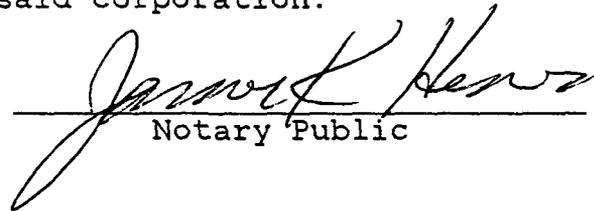
By 
V.P.

Attest:



STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 8th day of September, 1983, before me personally appeared J.P. Frett, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September 6, 1983, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

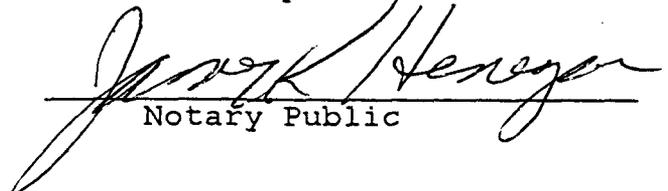

Notary Public

My Commission expires

8/2/86

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 8th day of September, 1983 before me personally appeared JAMES OZANT, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car (Canada) Limited, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September 6, 1983, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

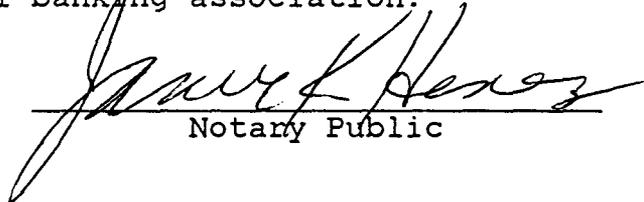

Notary Public

My Commission expires

8/2/86

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this 9th day of September, 1983, before me personally appeared ~~Mr~~ Richard Charlton to me personally known, who, being by me duly sworn, says that he is a Vice President of The First National Bank of Chicago, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was on September 8, 1983, signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public

My Commission expires

8/2/84

Second 1967 ETC

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULL LATERAL VALUE
ASPLAND CHEMICAL CO	87/04/30	15/00	1	001146	001146	08500	FEET	FLAT	14,572.37	11,657.89
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	001567	001567	01900	CU FT	REFRIG	11,272.69	9,018.15
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	002156	002156	03100	CU FT	REFRIG	8,384.87	6,707.89
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	002164	002164	03100	CU FT	REFRIG	8,384.87	6,707.89
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	002186	002186	03100	CU FT	REFRIG	8,384.87	6,707.89
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	002189	002189	03100	CU FT	REFRIG	8,384.87	6,707.89
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	002192	002192	03100	CU FT	REFRIG	8,384.87	6,707.89
NONE	07/00/00	0/00	2	002351	002352	03400	CU FT	REFRIG	31,472.32	25,177.85
NONE	07/00/00	0/00	1	002353	002353	03200	CU FT	REFRIG	18,290.97	14,632.77
INTERNATIONAL MULTI FOODS	07/00/00	0/01	6	002354	002359	03400	CU FT	REFRIG	109,967.98	87,974.35
UNION CAMP CORPORATION	83/12/31	5/00	1	002433	002433	10900	GAL	TANK	4,266.66	3,413.32
ALLIED CHEMICAL CORP	85/02/28	4/11	1	002456	002456	10500	GAL	TANK	3,895.65	3,116.52
W R GRACE AND COMPANY	81/02/28	4/11	1	002460	002460	10900	GAL	TANK	3,895.65	3,116.52
ROHM AND HAAS COMPANY	84/01/31	5/00	2	002600	002601	08400	GAL	TANK	44,272.06	35,417.64
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	002602	002602	08400	GAL	TANK	22,136.07	17,708.85
ROHM AND HAAS COMPANY	84/01/31	5/00	1	002605	002605	08400	GAL	TANK	22,136.07	17,708.85
SHERWIN WILLIAMS COMPANY	82/08/31	3/00	1	002607	002607	08400	GAL	TANK	22,117.94	17,694.35
ROHM AND HAAS COMPANY	84/01/31	5/00	1	002609	002609	08400	GAL	TANK	22,136.07	17,708.85
ENDASA, S.A. DE C.V.	90/12/31	0/06	2	003156	003157	08100	GAL	TANK	8,638.34	6,910.67
FLANBEAU PAPER CORP	07/00/00	5/00	1	003816	003816	10900	GAL	TANK	4,550.00	3,640.00
FLANBEAU PAPER CORP	83/04/30	5/00	1	003828	003828	10900	GAL	TANK	4,550.00	3,640.00
ENDASA	84/12/31	1/07	1	003896	003896	10900	GAL	TANK	4,551.83	3,641.46
W R GRACE AND COMPANY	81/02/28	4/11	1	003899	003899	10900	GAL	TANK	4,551.83	3,641.46
ENDASA, S.A. DE C.V.	07/00/00	0/01	1	004050	004050	08900	FEET	FLAT	22,312.90	17,850.32
A E STALEY MFG COMPANY	85/07/31	5/00	4	006026	006029	08400	GAL	TANK	106,092.29	84,873.82
A E STALEY MFG COMPANY	85/07/31	5/00	3	006031	006033	08400	GAL	TANK	79,460.07	63,568.05
ARIZONA CHEMICAL COMPANY	86/12/31	5/00	1	006035	006035	08400	GAL	TANK	21,588.98	17,271.18
HUEBINGER COMPANY	84/03/31	1/00	1	006650	006650	08400	GAL	TANK	23,313.03	18,650.42
WAGNER JUICE CO.	83/08/31	0/03	1	006651	006651	08400	GAL	TANK	23,313.03	18,650.42
A E STALEY MFG COMPANY	81/06/30	10/00	1	006652	006652	08400	GAL	TANK	23,193.48	18,554.78
HUBINGER COMPANY	84/03/31	1/00	1	006653	006653	08400	GAL	TANK	23,193.48	18,554.78
A E STALEY MFG COMPANY	81/06/30	10/00	1	006654	006654	08400	GAL	TANK	23,193.48	18,554.78
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	008110	008110	08100	GAL	TANK	8,952.08	7,161.66
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	008112	008112	08100	GAL	TANK	8,952.08	7,161.66
NONE	81/05/31	5/00	1	008132	008132	08900	FEET	FLAT	34,376.43	27,501.14
ENDASA, S.A. DE C.V.	90/12/31	0/06	2	008160	008161	08100	GAL	TANK	20,912.40	16,729.91
A E STALEY MFG COMPANY	83/12/31	10/00	2	008162	008163	08100	GAL	TANK	18,904.74	15,123.78
A E STALEY MFG COMPANY	83/12/31	10/00	2	008165	008166	08100	GAL	TANK	20,849.57	16,679.65
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	008170	008170	08100	GAL	TANK	9,452.37	7,561.89
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	1	008188	008188	08900	FEET	FLAT	34,898.68	27,918.94
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	1	008214	008214	08500	FEET	FLAT	36,115.25	28,892.20
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	3	008223	008225	08900	FEET	FLAT	108,612.62	86,890.09
DRESSER INDUSTRIES, INC.	85/11/30	15/00	1	008227	008227	04600	CU FT	REFRIG	19,922.31	15,937.84
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	1	008229	008229	08900	FEET	FLAT	36,115.25	28,892.20
DRESSER INDUSTRIES, INC.	85/11/30	15/00	1	008231	008231	04600	CU FT	REFRIG	19,922.31	15,937.84
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	1	008231	008231	08900	FEET	FLAT	35,848.39	28,678.71
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	7	008236	008242	08900	FEET	FLAT	252,806.75	202,245.40
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	3	008245	008247	08900	FEET	FLAT	108,345.75	86,676.60
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	1	008270	008270	08900	FEET	FLAT	36,382.12	29,105.69
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	2	008273	008274	08900	FEET	FLAT	72,764.24	58,211.38
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	1	008276	008276	08900	FEET	FLAT	36,382.12	29,105.69

Schedule 1

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	2	008278	008279	08900	FEET	FLAT	72,764.24	58,211.38
CANADIAN NATIONAL RAILWAY	82/02/28	5/00	1	008282	008282	08900	FEET	FLAT	39,352.97	31,482.37
ENDASA, S.A. DE C.V.	90/12/31	0/01	3	009937	009939	03100	CU FT	REFRIG	54,459.66	43,567.71
ENDASA, S.A. DE C.V.	83/05/31	0/01	1	009942	009942	03100	CU FT	REFRIG	18,807.46	15,045.96
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	009943	009943	03100	CU FT	REFRIG	18,153.22	14,522.57
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	009945	009945	03100	CU FT	REFRIG	18,577.53	14,862.02
ENDASA, S.A. DE C.V.	90/12/31	0/01	2	009949	009950	03100	CU FT	REFRIG	36,306.44	29,045.14
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	009957	009957	03100	CU FT	REFRIG	18,153.22	14,522.57
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	009958	009958	02700	CU FT	REFRIG	11,450.68	9,160.54
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	009960	009960	02700	CU FT	REFRIG	11,450.68	9,160.54
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	009969	009969	02700	CU FT	REFRIG	11,450.68	9,160.54
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	009973	009973	02700	CU FT	REFRIG	11,628.67	9,302.93
MOUNTAIN PINE LUMBER LTD.	79/12/31	3/02	1	010000	010000	04600	CU FT	REFRIG	17,429.04	13,943.23
MOUNTAIN PINE LUMBER LTD.	79/12/31	3/02	1	010001	010001	04100	CU FT	REFRIG	19,092.75	15,274.20
MOUNTAIN PINE LUMBER LTD.	79/12/31	3/02	1	010002	010002	04600	CU FT	REFRIG	19,092.72	15,274.17
MOUNTAIN PINE LUMBER LTD.	79/12/31	3/02	1	010003	010003	04400	CU FT	REFRIG	19,092.72	15,274.17
MOUNTAIN PINE LUMBER LTD.	79/12/31	3/02	1	010005	010005	04600	CU FT	REFRIG	17,429.04	13,943.23
MOUNTAIN PINE LUMBER LTD.	79/12/31	3/02	1	010006	010006	04400	CU FT	REFRIG	19,092.72	15,274.17
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010029	010029	02700	CU FT	REFRIG	11,450.68	9,160.54
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010082	010082	03100	CU FT	REFRIG	24,241.72	19,393.37
ENDASA, S.A. DE C.V.	90/12/31	0/01	2	010084	010085	03100	CU FT	REFRIG	46,202.20	36,961.75
ENDASA, S.A. DE C.V.	90/12/31	0/01	5	010091	010095	03100	CU FT	REFRIG	112,954.06	90,363.22
ENDASA, S.A. DE C.V.	90/12/31	0/01	2	010097	010098	03100	CU FT	REFRIG	46,207.60	36,966.07
ENDASA, S.A. DE C.V.	90/12/31	0/01	5	010100	010104	03100	CU FT	REFRIG	110,650.08	88,520.05
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010109	010109	03100	CU FT	REFRIG	22,945.92	18,356.73
ENDASA, S.A. DE C.V.	90/12/31	0/01	3	010111	010113	03100	CU FT	REFRIG	64,162.10	51,329.66
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010115	010115	03100	CU FT	REFRIG	20,128.45	16,102.76
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010117	010117	03100	CU FT	REFRIG	20,128.45	16,102.76
ENDASA, S.A. DE C.V.	90/12/31	0/01	2	010119	010120	03100	CU FT	REFRIG	39,974.72	31,979.77
ENDASA, S.A. DE C.V.	90/12/31	0/01	2	010122	010123	03100	CU FT	REFRIG	40,909.07	32,727.25
ENDASA, S.A. DE C.V.	90/12/31	0/01	4	010125	010128	03100	CU FT	REFRIG	85,004.48	68,003.56
KRAFT INC	84/08/31	5/00	1	010129	010129	03100	CU FT	REFRIG	21,597.37	17,277.89
ENDASA, S.A. DE C.V.	90/12/31	0/01	2	010130	010131	03100	CU FT	REFRIG	42,674.26	34,139.40
ENDASA, S.A. DE C.V.	90/12/31	0/01	2	010133	010134	03100	CU FT	REFRIG	41,725.66	33,380.52
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010136	010136	03100	CU FT	REFRIG	21,033.64	16,826.91
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010146	010146	03100	CU FT	REFRIG	21,653.14	17,322.61
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010149	010149	03100	CU FT	REFRIG	21,324.43	17,059.54
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010153	010153	03100	CU FT	REFRIG	21,324.43	17,059.54
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010155	010155	03100	CU FT	REFRIG	21,952.49	17,561.99
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010158	010158	03100	CU FT	REFRIG	21,632.11	17,305.68
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010164	010164	03100	CU FT	REFRIG	21,632.11	17,305.68
ENDASA, S.A. DE C.V.	90/12/31	0/01	3	010167	010169	03100	CU FT	REFRIG	64,161.73	51,329.37
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	010179	010179	02700	CU FT	REFRIG	13,143.53	10,514.82
HUNKO PRODUCTS	83/05/31	1/00	1	012515	012515	08200	GAL	TANK	31,267.38	25,013.90
DOW CHEMICAL COMPANY	81/09/30	15/00	3	012516	012518	08200	GAL	TANK	93,947.29	75,157.82
HUNKO PRODUCTS	83/05/31	1/00	1	012519	012519	08200	GAL	TANK	29,646.04	23,716.83
DOW CHEMICAL COMPANY	81/08/31	15/00	4	012520	012523	08200	GAL	TANK	122,348.92	97,879.12
MERCK AND COMPANY INC	84/02/28	3/00	1	012524	012524	08200	GAL	TANK	30,587.23	24,469.78
DOW CHEMICAL COMPANY	81/08/31	15/00	5	012526	012530	08200	GAL	TANK	155,766.43	124,613.12
PEKZOIL COMPANY	0/00/00	5/00	1	012700	012700	10300	GAL	TANK	34,661.23	27,728.98
LONZA INC	87/02/28	5/00	3	012701	012703	10300	GAL	TANK	104,335.68	83,468.52

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
UNION CARBIDE CORPORATION	83/02/28	5/00	1	013518	013518	08900	FEET	FLAT	19,913.39	15,930.71
HUBINGER COMPANY	80/05/31	10/00	1	014001	014001	04600	CU FT	REFRIG	19,174.69	15,339.75
LASALLE & BUREAU COUNTY R	0/00/00	5/00	1	014003	014003	04600	CU FT	REFRIG	19,174.65	15,339.72
HUEINGER COMPANY	80/05/31	10/00	2	014004	014005	04600	CU FT	REFRIG	38,349.30	30,679.44
HENKEL INC.	83/05/31	2/00	1	015308	015308	10900	GAL	TANK	4,739.95	3,791.96
ENDASA	84/12/31	1/07	1	015313	015313	10500	GAL	TANK	4,739.95	3,791.96
W R GRACE AND COMPANY	81/02/28	4/11	1	015338	015338	10900	GAL	TANK	5,332.45	4,265.96
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	015359	015359	10900	GAL	TANK	4,739.95	3,791.96
ECUSTA PAPER DIVISION	84/05/31	5/00	1	015432	015432	10900	GAL	TANK	4,393.24	3,514.59
ECUSTA PAPER DIVISION	84/05/31	5/00	1	015454	015454	10700	GAL	TANK	4,393.24	3,514.59
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	015539	015539	10900	GAL	TANK	196.50	157.20
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	015629	015629	11000	GAL	TANK	196.50	157.20
ROHM AND HAAS COMPANY	85/01/31	5/00	1	015635	015635	10400	GAL	TANK	3,795.71	3,036.56
FLAMBEAU PAPER CORP	83/07/31	3/00	1	015678	015678	11100	GAL	TANK	208.20	166.56
CANADIAN NATIONAL RAILWAY	83/03/31	10/00	2	017020	017021	08500	FEET	FLAT	69,384.00	55,507.20
CANADIAN NATIONAL RAILWAY	83/03/31	10/00	54	017023	017076	08900	FEET	FLAT	1,931,095.49	1,544,876.19
ALLIED CHEMICAL CORP	86/07/31	5/00	2	017128	017129	22600	GAL	TANK	63,264.74	50,611.78
ENDASA	92/08/31	9/03	2	017131	017132	22600	GAL	TANK	63,264.74	50,611.78
ALLIED CHEMICAL CORP	86/07/31	5/00	1	017134	017134	22600	GAL	TANK	31,632.37	25,305.89
ALLIED CHEMICAL CORP	86/07/31	5/00	1	017136	017136	22600	GAL	TANK	31,632.37	25,305.89
ENDASA	92/08/31	9/03	1	017137	017137	22600	GAL	TANK	31,632.37	25,305.89
ENDASA	92/08/31	9/03	1	017138	017138	22500	GAL	TANK	31,632.37	25,305.89
ENDASA	92/08/31	9/03	3	017139	017141	22600	GAL	TANK	95,107.99	76,086.38
ALLIED CHEMICAL CORP	86/07/31	5/00	1	017142	017142	22500	GAL	TANK	31,632.37	25,305.89
ALLIED CHEMICAL CORP	86/07/31	5/00	1	017146	017146	22600	GAL	TANK	31,632.37	25,305.89
ENDASA	92/08/31	9/03	1	017152	017152	22600	GAL	TANK	31,843.25	25,474.60
W R GRACE AND COMPANY	83/08/31	3/00	2	017555	017556	06300	GAL	TANK	43,245.92	34,596.72
SHERWIN WILLIAMS COMPANY	84/05/13	15/00	1	017953	017953	21200	GAL	TANK	61,305.94	49,044.75
RATH PACKING COMPANY	81/12/31	2/00	1	018255	018255	08100	GAL	TANK	9,750.64	7,800.51
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	018277	018277	08000	GAL	TANK	14,874.98	11,899.98
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	018278	018278	08100	GAL	TANK	15,208.68	12,166.94
ENDASA, S.A. DE C.V.	90/12/31	0/06	2	018280	018281	08100	GAL	TANK	29,160.49	23,328.38
ENDASA, S.A. DE C.V.	90/12/31	0/06	2	018284	018285	08100	GAL	TANK	28,836.44	23,069.14
ENDASA, S.A. DE C.V.	90/12/31	0/06	5	018287	018291	08100	GAL	TANK	72,858.57	58,286.84
W R GRACE AND CO	80/06/30	3/00	1	018292	018292	08100	GAL	TANK	18,094.29	14,475.43
ENDASA, S.A. DE C.V.	90/12/31	0/06	2	018350	018351	08400	GAL	TANK	35,965.06	28,772.04
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	018354	018354	08400	GAL	TANK	18,501.97	14,801.57
ENDASA, S.A. DE C.V.	90/12/31	0/06	2	018355	018356	08300	GAL	TANK	37,128.11	29,702.48
ENDASA, S.A. DE C.V.	90/12/31	0/06	3	018383	018395	08400	GAL	TANK	68,540.70	54,832.55
UNION CARBIDE CANADA LTD	93/01/31	10/00	1	018604	018604	06300	GAL	TANK	32,773.93	26,219.14
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	019102	019102	08100	GAL	TANK	16,378.83	13,103.06
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	019257	019257	08200	GAL	TANK	13,957.01	11,165.60
ENDASA, S.A. DE C.V.	90/12/31	0/06	5	019259	019263	08200	GAL	TANK	69,453.92	55,563.13
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	019305	019309	08200	GAL	TANK	15,940.33	12,752.26
ANDERSON CLAYTON FOODS	81/04/30	5/00	2	019317	019318	08400	GAL	TANK	35,793.00	28,634.40
ANDERSON CLAYTON FOODS	81/04/30	5/00	1	019320	019320	08400	GAL	TANK	17,896.50	14,317.20
ANDERSON CLAYTON FOODS	81/04/30	5/00	1	019327	019327	08400	GAL	TANK	17,896.50	14,317.20
ANDERSON CLAYTON FOODS	81/04/30	5/00	1	019329	019329	08400	GAL	TANK	17,896.50	14,317.20
ANDERSON CLAYTON FOODS	81/04/30	5/00	1	019331	019331	08400	GAL	TANK	17,896.50	14,317.20
ENDASA	84/12/31	1/07	1	019435	019435	12600	GAL	TANK	28,855.19	23,084.15
ENDASA, S.A. DE C.V.	90/12/31	0/00	3	019440	019442	12600	GAL	TANK	86,565.57	69,252.45

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
ENCASA, S.A. DE C.V.	90/12/31	0/00	1	019444	019444	12600	GAL	TANK	28,855.19	23,084.15
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	019460	019460	12600	GAL	TANK	32,173.58	25,738.86
C.I.L. INC.	85/11/30	5/00	1	019578	019578	10100	GAL	TANK	13,498.74	10,798.99
ENDASA, S.A. DE C.V.	90/12/31	5/00	2	019581	019582	09700	GAL	TANK	22,435.70	17,948.55
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	019593	019593	09700	GAL	TANK	14,124.19	11,299.35
ENCASA, S.A. DE C.V.	90/12/31	5/00	2	019600	019601	10100	GAL	TANK	33,183.05	26,546.44
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019603	019603	10100	GAL	TANK	16,591.55	13,273.24
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019609	019609	10100	GAL	TANK	16,729.81	13,383.84
ENDASA	84/10/01	1/05	1	019610	019610	09200	GAL	TANK	16,729.81	13,383.84
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019611	019611	10100	GAL	TANK	16,729.81	13,383.84
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	019613	019613	10100	GAL	TANK	16,868.07	13,494.45
ENCASA, S.A. DE C.V.	90/12/31	5/00	1	019617	019617	10000	GAL	TANK	16,868.07	13,494.45
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	019619	019619	10000	GAL	TANK	16,868.07	13,494.45
ENCASA, S.A. DE C.V.	90/12/31	5/00	1	019623	019623	10100	GAL	TANK	16,868.07	13,494.45
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019625	019625	10100	GAL	TANK	16,591.55	13,273.24
ENCASA	83/05/31	0/01	1	019627	019627	10100	GAL	TANK	15,973.74	12,778.99
ENDASA, S.A. DE C.V.	90/12/31	0/00	3	019632	019634	10100	GAL	TANK	47,921.22	38,336.97
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	019636	019636	10100	GAL	TANK	15,973.74	12,778.99
ENDASA, S.A. DE C.V.	90/12/31	0/00	2	019639	019640	10100	GAL	TANK	31,947.48	25,557.98
ENDASA, S.A. DE C.V.	90/12/31	0/00	2	019652	019653	10000	GAL	TANK	41,427.94	33,142.34
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	019658	019658	10000	GAL	TANK	20,870.90	16,696.72
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019662	019662	10000	GAL	TANK	21,627.81	17,302.24
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019663	019663	09900	GAL	TANK	21,627.81	17,302.24
ENDASA, S.A. DE C.V.	90/12/31	5/00	2	019665	019666	09900	GAL	TANK	43,255.62	34,604.48
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019668	019668	09900	GAL	TANK	21,627.81	17,302.24
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019669	019669	10000	GAL	TANK	21,627.81	17,302.24
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019670	019670	09900	GAL	TANK	21,627.81	17,302.24
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	019674	019674	09500	GAL	TANK	22,822.38	18,257.90
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019683	019683	09900	GAL	TANK	22,980.87	18,384.69
ENDASA, S.A. DE C.V.	90/12/31	5/00	1	019685	019685	10000	GAL	TANK	22,980.87	18,384.69
ENDASA, S.A. DE C.V.	90/12/31	0/06	2	019688	019689	09900	GAL	TANK	45,961.74	36,769.38
DIACHEM INDUSTRIES LTD	84/01/31	1/00	1	019693	019693	10000	GAL	TANK	22,980.87	18,384.69
ENCASA, S.A. DE C.V.	90/12/31	5/00	1	019803	019803	10100	GAL	TANK	5,641.18	4,512.94
UNION CARBIDE CORPORATION	87/03/31	5/00	1	020129	020129	20400	GAL	TANK	42,240.04	33,792.03
UNION CARBIDE CORPORATION	87/03/31	5/00	1	020131	020131	20400	GAL	TANK	42,240.11	33,792.08
E. I. DUPONT DE NEMOURS	87/06/30	5/00	1	020132	020132	20300	GAL	TANK	42,455.62	33,964.49
UNION CARBIDE CORPORATION	87/03/31	5/00	6	020134	020139	20400	GAL	TANK	254,518.21	203,614.53
FREEMPT SULPHUR CO DIV	83/11/15	1/00	2	020582	020583	13200	GAL	TANK	67,254.70	53,803.76
FREEMPT SULPHUR CO DIV	82/11/14	2/00	1	020584	020584	13300	GAL	TANK	33,627.35	26,901.88
AMCCO OIL COMPANY	81/08/31	5/00	1	020585	020585	13300	GAL	TANK	33,799.80	27,039.84
FREEMPT SULPHUR CO DIV	83/11/15	1/00	2	020587	020588	13300	GAL	TANK	67,599.60	54,079.68
SUN REFINING & MARKETING	0/00/00	1/00	1	020589	020589	13300	GAL	TANK	33,799.80	27,039.84
FREEMPT SULPHUR CO DIV	83/11/15	1/00	3	020590	020592	13300	GAL	TANK	102,089.19	81,671.35
TEXASGULF INC	81/11/30	0/01	1	020593	020593	13300	GAL	TANK	34,317.14	27,453.71
FREEMPT SULPHUR CO DIV	83/11/15	1/00	2	020594	020595	13300	GAL	TANK	68,806.73	55,045.38
AMCCO OIL COMPANY	81/08/31	5/00	2	020596	020597	13300	GAL	TANK	68,979.18	55,183.34
CANAMEX COMMODITY CORP	83/08/31	5/00	1	020598	020598	13300	GAL	TANK	34,489.59	27,591.67
FREEMPT SULPHUR CO DIV	82/11/14	2/00	1	020599	020599	13300	GAL	TANK	34,489.59	27,591.67
PRCCTER AND GAMBLE	86/06/30	5/00	1	020600	020600	13300	GAL	TANK	34,489.59	27,591.67
CANAMEX COMMODITY CORP	83/08/31	5/00	1	020601	020601	13300	GAL	TANK	34,489.59	27,591.67
FREEMPT SULPHUR CO DIV	82/11/14	2/00	1	020602	020602	13200	GAL	TANK	34,489.59	27,591.67

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
FREEMPT SULPHUR CO DIV	82/11/14	2/00	2	020603	020604	13300	GAL	TANK	68,979.18	55,183.34
PRCCTER AND GAMBLE	86/06/30	5/00	1	020605	020605	13300	GAL	TANK	34,419.50	27,535.60
VICKERS DIV. OF	84/06/30	5/00	1	020606	020606	13300	GAL	TANK	34,419.46	27,535.56
AMCCO OIL COMPANY	81/08/31	5/00	1	020607	020607	13300	GAL	TANK	34,419.46	27,535.56
TIMSHEL U.S. LTD.	0/00/00	2/00	1	020608	020608	13300	GAL	TANK	34,419.46	27,535.56
PRCCTER AND GAMBLE	86/06/30	5/00	1	020609	020609	13200	GAL	TANK	34,419.46	27,535.56
PHILLIPS PETROLEUM CU	86/09/30	10/00	1	020610	020610	13300	GAL	TANK	34,419.46	27,535.56
VICKERS DIV. OF	84/06/30	5/00	1	020611	020611	13300	GAL	TANK	34,419.46	27,535.56
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	021001	021001	20700	GAL	TANK	20,110.43	16,088.34
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	021054	021054	20600	GAL	TANK	20,338.17	16,270.53
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	021092	021092	20400	GAL	TANK	21,815.47	17,452.37
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	021105	021105	20400	GAL	TANK	21,992.83	17,594.26
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	021126	021126	20300	GAL	TANK	22,702.27	18,161.81
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	021131	021131	20000	GAL	TANK	22,242.92	17,794.33
ENDASA	87/03/31	3/10	1	021155	021155	20500	GAL	TANK	29,602.62	23,682.09
PEAVEY COMPANY	84/04/30	1/00	1	021157	021157	20500	GAL	TANK	29,825.20	23,860.16
ENDASA	84/12/31	1/08	1	021160	021160	20600	GAL	TANK	29,825.20	23,860.16
CROSS OIL & REFINING CO.	91/11/30	10/00	1	021162	021162	20600	GAL	TANK	29,825.20	23,860.16
CROSS OIL & REFINING CO.	87/05/31	5/00	1	021163	021163	20100	GAL	TANK	29,825.20	23,860.16
ENDASA	87/03/31	3/10	1	021168	021168	20600	GAL	TANK	29,825.20	23,860.16
ENDASA	84/12/31	1/08	1	021170	021170	20600	GAL	TANK	24,516.87	19,613.49
NOTTINGHAM COMPANY	85/06/30	5/00	1	021171	021171	20100	GAL	TANK	24,701.21	19,760.96
ENDASA	83/08/31	0/04	1	021172	021172	20500	GAL	TANK	24,701.21	19,760.96
PEAVEY COMPANY	84/04/30	1/00	1	021219	021219	20500	GAL	TANK	25,291.43	20,233.14
ENDASA	83/05/15	0/01	1	021244	021244	20600	GAL	TANK	31,083.17	24,866.53
CROSS OIL & REFINING CO.	87/05/31	5/00	1	021247	021247	20500	GAL	TANK	31,083.28	24,866.62
CROSS OIL & REFINING CO.	87/05/31	5/00	1	021252	021252	20600	GAL	TANK	31,083.28	24,866.62
PEAVEY COMPANY	84/03/31	1/00	1	021293	021293	20600	GAL	TANK	25,978.47	20,782.77
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	021294	021294	20600	GAL	TANK	25,978.47	20,782.77
ENDASA	84/12/31	1/08	1	021295	021295	20600	GAL	TANK	25,978.47	20,782.77
CROSS OIL & REFINING CO.	91/11/30	10/00	1	021296	021296	20600	GAL	TANK	25,978.47	20,782.77
WESTVAC CORPORATION	84/01/31	5/00	1	021297	021297	20600	GAL	TANK	26,155.20	20,924.16
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	021299	021299	20500	GAL	TANK	26,035.21	20,828.16
A E STALEY MFG COMPANY	83/08/31	10/00	1	021300	021300	20600	GAL	TANK	25,862.77	20,690.21
NATIONAL BY PRODUCTS INC.	84/08/31	5/00	1	021301	021301	20600	GAL	TANK	26,035.19	20,828.15
WESTVAC CORPORATION	83/05/31	5/00	1	021302	021302	20500	GAL	TANK	26,035.19	20,828.15
ANDERSON CLAYTON FOODS	83/06/31	5/00	1	021303	021303	20500	GAL	TANK	26,035.19	20,828.15
CARGILL INC.	0/00/00	1/00	1	021305	021305	20600	GAL	TANK	26,035.19	20,828.15
HUNKO PRODUCTS	85/01/31	5/00	1	021306	021306	20600	GAL	TANK	26,035.19	20,828.15
JOHN MORRELL AND COMPANY	86/10/31	15/00	1	021307	021307	20600	GAL	TANK	26,035.19	20,828.15
VOLUNTEER TRAILBLAZERS	91/07/31	10/00	1	021308	021308	20600	GAL	TANK	26,035.19	20,828.15
E. I. DUPONT DE NEMOURS	84/06/30	5/00	1	021309	021309	20700	GAL	TANK	24,552.45	19,641.96
CARGILL INC	0/00/00	1/00	1	021327	021327	20500	GAL	TANK	32,826.79	26,261.43
MONSANTO COMPANY	84/04/30	5/00	1	021705	021705	20800	GAL	TANK	25,096.65	20,077.32
ANGUS CHEM. CO.	95/02/28	12/00	1	021706	021706	20700	GAL	TANK	25,096.65	20,077.32
IMC CHEMICAL GROUP	84/12/31	5/00	1	021707	021707	20800	GAL	TANK	25,096.65	20,077.32
ANGUS CHEM. CO.	95/02/28	12/00	1	021708	021708	20800	GAL	TANK	25,096.65	20,077.32
C AND I REFINERY INC	85/02/28	5/00	1	021712	021712	20500	GAL	TANK	27,049.03	21,639.22
OMAHA EDIBLE OILS INC	87/10/31	5/00	1	021713	021713	20000	GAL	TANK	27,049.03	21,639.22
A E STALEY MFG COMPANY	87/05/31	5/00	2	021714	021715	20600	GAL	TANK	54,098.06	43,278.44
C AND I REFINERY INC	85/02/28	5/00	3	021716	021718	20600	GAL	TANK	81,458.01	65,166.40

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TU	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
ALLIED MATERIALS CORP	84/11/30	5/00	1	021719	021719	20500	GAL	TANK	27,204.49	21,763.59
ALLIED MATERIALS CORP	84/11/30	5/00	1	021720	021720	20600	GAL	TANK	27,204.49	21,763.59
UNION CARBIDE CORPORATION	84/01/31	5/00	5	021721	021725	20700	GAL	TANK	154,119.66	123,295.72
MCKSANTO COMPANY	84/01/31	5/00	1	021727	021727	20700	GAL	TANK	30,641.99	24,513.59
SUN REFINING & MARKETING	85/02/28	5/00	3	021728	021730	20500	GAL	TANK	92,445.30	73,956.24
AGRIKO CHEMICAL COMPANY	0/00/00	0/06	1	021731	021731	20700	GAL	TANK	24,579.59	19,663.67
COLUMBIA NITROGEN CORP.	83/12/31	3/00	1	021732	021732	20700	GAL	TANK	24,579.60	19,663.68
R H BOGLE COMPANY	83/09/30	0/05	1	021733	021733	20700	GAL	TANK	24,579.60	19,663.68
KERLEY INDUSTRIES, INC.	84/03/31	5/00	1	021734	021734	20700	GAL	TANK	24,579.60	19,663.68
US INDUSTRIAL CHEMICAL CO	84/03/31	5/00	1	021735	021735	20700	GAL	TANK	24,579.60	19,663.68
CY/RO INDS.-PARTNERSHIP O	84/01/31	1/07	2	021736	021737	20700	GAL	TANK	49,344.72	39,475.76
CY/RO INDS.-PARTNERSHIP O	84/01/31	1/07	1	021739	021739	20700	GAL	TANK	24,672.36	19,737.88
MCKSANTO COMPANY	84/04/30	5/00	1	021740	021740	20700	GAL	TANK	24,936.95	19,949.56
US INDUSTRIAL CHEMICAL CO	84/03/31	5/00	1	021741	021741	20700	GAL	TANK	24,936.94	19,949.55
MIDWEST SOLVENTS CO	85/08/31	5/00	1	021742	021742	20700	GAL	TANK	24,936.94	19,949.55
ALLIED CHEMICAL CORP	87/08/31	5/00	1	021743	021743	20700	GAL	TANK	24,936.94	19,949.55
US INDUSTRIAL CHEMICAL CO	84/03/31	5/00	1	021744	021744	20700	GAL	TANK	24,936.94	19,949.55
R H BOGLE COMPANY	83/09/30	0/05	1	021745	021745	20700	GAL	TANK	24,936.94	19,949.55
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	021921	021921	21100	GAL	TANK	26,132.28	20,905.82
SHELL OIL COMPANY	84/08/31	5/00	2	021950	021951	21100	GAL	TANK	55,602.55	44,482.03
SHELL OIL COMPANY	84/08/31	5/00	1	021952	021952	21200	GAL	TANK	27,985.38	22,388.30
SHELL OIL COMPANY	84/08/31	5/00	1	021953	021953	21100	GAL	TANK	27,985.38	22,388.30
MISSISSIPPI CHEMICAL CORP	0/00/00	0/06	1	021954	021954	21200	GAL	TANK	25,018.43	20,014.74
R H BOGLE COMPANY	83/09/30	0/05	1	021955	021955	21100	GAL	TANK	25,184.08	20,147.26
R H BOGLE COMPANY	83/09/30	0/05	1	021956	021956	21200	GAL	TANK	25,184.08	20,147.26
UNION CARBIDE CORPORATION	82/01/31	3/00	1	021957	021957	21200	GAL	TANK	25,184.08	20,147.26
R H BOGLE COMPANY	83/09/30	0/05	1	021958	021958	21200	GAL	TANK	25,184.08	20,147.26
AMOCO CHEMICALS CORP	86/07/31	5/00	1	022191	022191	20500	GAL	TANK	33,708.18	26,966.54
AMOCO CHEMICALS CORP	86/07/31	5/00	3	022192	022194	20600	GAL	TANK	101,645.70	81,316.56
AMOCO CHEMICALS CORP	86/07/31	5/00	3	022195	022197	20500	GAL	TANK	101,645.70	81,316.56
AMOCO CHEMICALS CORP	86/07/31	5/00	1	022198	022198	20600	GAL	TANK	33,881.90	27,105.52
SUN REFINING & MARKETING	84/08/31	5/00	2	022199	022200	20500	GAL	TANK	68,673.63	53,338.89
C F INDUSTRIES INC	83/09/30	3/00	1	022619	022619	20700	GAL	TANK	28,028.46	22,422.76
ENDASA	84/12/31	1/08	1	022620	022620	20600	GAL	TANK	29,524.40	23,619.52
ENDASA	84/12/31	1/08	1	022621	022621	20500	GAL	TANK	29,524.37	23,619.49
JOHN MORRELL & COMPANY	84/10/31	2/00	2	022622	022623	20500	GAL	TANK	59,048.74	47,238.98
A F STALEY MFG COMPANY	87/05/31	5/00	1	022624	022624	20500	GAL	TANK	29,524.37	23,619.49
JOHN MORRELL & COMPANY	84/10/31	2/00	1	022625	022625	20600	GAL	TANK	29,524.37	23,619.49
JOHN MORRELL & COMPANY	84/10/31	2/00	1	022626	022626	20500	GAL	TANK	29,524.37	23,619.49
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	022627	022627	20600	GAL	TANK	29,702.63	23,762.03
ANDERSON CLAYTON FOODS	83/06/31	5/00	2	022628	022629	20500	GAL	TANK	59,405.26	47,524.20
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	022630	022630	20600	GAL	TANK	29,702.63	23,762.10
PEAVEY COMPANY	84/04/30	1/00	1	022631	022631	20600	GAL	TANK	29,702.63	23,762.10
ANDERSON CLAYTON FOODS	90/09/30	9/00	2	022633	022634	20600	GAL	TANK	59,405.26	47,524.20
ANDERSON CLAYTON FOODS	90/09/30	9/00	2	022635	022636	20500	GAL	TANK	59,405.26	47,524.20
ABEETT LABORATORIES INC.	84/06/30	5/00	1	022637	022637	20600	GAL	TANK	29,545.66	23,636.52
VOLUNTEER TRAILBLAZERS	91/07/31	10/00	1	022638	022638	20600	GAL	TANK	29,545.67	23,636.53
E. I. DUPONT DE NEMOURS	84/01/31	5/00	1	022639	022639	20600	GAL	TANK	29,545.67	23,636.53
SCM CORPORATION	83/08/31	15/00	1	022640	022640	20600	GAL	TANK	29,710.00	23,768.00
UNION CAMP CORPORATION	84/05/31	5/00	1	022641	022641	20600	GAL	TANK	29,709.98	23,767.98
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	022642	022642	20500	GAL	TANK	29,709.98	23,767.98

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
ENDASA	84/12/31	1/08	1	022643	022643	20500	GAL	TANK	29,709.98	23,767.98
PEAVEY COMPANY	84/03/31	1/00	1	022644	022644	20600	GAL	TANK	29,709.98	23,767.98
JOHN MORRELL AND COMPANY	88/12/31	15/00	1	022645	022645	20600	GAL	TANK	29,709.98	23,767.98
VOLUNTEER TRAILBLAZERS	91/07/31	10/00	1	022646	022646	20600	GAL	TANK	29,709.98	23,767.98
ANDERSON CLAYTON FOODS	90/09/30	9/00	3	022647	022649	20600	GAL	TANK	89,380.69	71,504.54
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	022650	022650	20500	GAL	TANK	29,835.32	23,868.25
ANDERSON CLAYTON FOODS	90/09/30	9/00	3	022651	022653	20600	GAL	TANK	89,505.96	71,604.75
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	022654	022654	20500	GAL	TANK	29,835.32	23,868.25
ANDERSON CLAYTON FOODS	90/09/30	9/00	4	022655	022658	20600	GAL	TANK	119,341.28	95,473.00
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	022659	022659	20500	GAL	TANK	29,835.32	23,868.25
ANDERSON CLAYTON FOODS	83/06/31	5/00	2	022660	022661	20600	GAL	TANK	59,670.64	47,736.50
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	022663	022663	20600	GAL	TANK	29,835.32	23,868.25
JOHN MORRELL AND COMPANY	86/10/31	15/00	1	022664	022664	20600	GAL	TANK	29,898.85	23,919.08
ARCC PETROLEUM PRODUCTS C	84/07/31	5/00	1	022665	022665	20600	GAL	TANK	29,898.83	23,919.06
NATIONAL BY PRODUCTS INC	84/10/31	5/00	2	022666	022667	20600	GAL	TANK	59,726.24	47,780.98
PEAVEY COMPANY	84/02/29	1/00	1	022668	022668	20600	GAL	TANK	29,988.46	23,990.76
MONSANTO COMPANY	83/05/31	5/00	1	022669	022669	20600	GAL	TANK	29,988.46	23,990.76
ANDERSON CLAYTON FOODS	90/09/30	9/00	1	022670	022670	20600	GAL	TANK	30,109.71	24,087.76
ANDERSON CLAYTON FOODS	83/06/31	5/00	1	022671	022671	20500	GAL	TANK	30,109.74	24,087.79
ANDERSON CLAYTON FOODS	83/06/31	5/00	1	022672	022672	20600	GAL	TANK	30,109.74	24,087.79
MONSANTO COMPANY	83/05/31	5/00	1	022674	022674	20600	GAL	TANK	30,328.38	24,262.70
PEAVEY COMPANY	84/02/29	1/00	1	022675	022675	20600	GAL	TANK	30,328.34	24,262.67
PEAVEY COMPANY	84/02/29	1/00	1	022676	022676	20500	GAL	TANK	30,328.34	24,262.67
GEORGE A. HORMEL AND COMPANY	84/06/30	5/00	1	022677	022677	20500	GAL	TANK	30,328.34	24,262.67
JOHN MORRELL AND COMPANY	86/10/31	15/00	1	022678	022678	20600	GAL	TANK	30,328.34	24,262.67
CARGILL INC.	0/00/00	1/00	1	022679	022679	20600	GAL	TANK	30,328.34	24,262.67
JOHN MORRELL AND COMPANY	88/12/31	15/00	2	022680	022681	20600	GAL	TANK	60,656.68	48,525.34
AGRICULTURAL CHEMICAL COMPANY	86/11/30	12/00	1	022682	022682	20600	GAL	TANK	30,328.34	24,262.67
WILSON FOODS CORPORATION	96/10/31	15/00	1	022683	022683	20600	GAL	TANK	30,328.34	24,262.67
UNION CAMP CORPORATION	84/01/31	5/00	1	022684	022684	20600	GAL	TANK	30,469.69	24,375.75
UNION CAMP CORPORATION	84/01/31	5/00	1	022685	022685	20500	GAL	TANK	30,469.69	24,375.75
WILSON FOODS CORPORATION	96/10/31	15/00	1	022686	022686	20600	GAL	TANK	30,469.69	24,375.75
ARCO PETROLEUM PRODUCTS C	84/12/31	5/00	1	022687	022687	20600	GAL	TANK	30,469.69	24,375.75
WILSON FOODS CORPORATION	96/10/31	15/00	1	022688	022688	20600	GAL	TANK	30,469.69	24,375.75
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	023004	023004	02800	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	1	023014	023014	02800	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	1	023023	023023	02800	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	3	023025	023027	02800	CU FT	REFRIG	48,432.36	38,745.87
ENDASA	84/01/31	0/08	2	023029	023030	02800	CU FT	REFRIG	32,288.24	25,830.58
ENDASA	84/01/31	0/08	2	023032	023033	02800	CU FT	REFRIG	32,288.24	25,830.58
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	023034	023034	02800	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	1	023035	023035	02800	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	6	023038	023043	02800	CU FT	REFRIG	96,864.72	77,491.74
ENDASA	84/01/31	0/08	1	023045	023045	02800	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	1	023046	023046	03500	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	1	023047	023047	02800	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	4	023049	023052	02800	CU FT	REFRIG	62,397.85	49,918.25
ENDASA	84/01/31	0/08	3	023055	023057	03000	CU FT	REFRIG	46,253.73	37,002.96
ENDASA	84/01/31	0/08	2	023059	023060	03000	CU FT	REFRIG	31,562.03	25,249.61
ENDASA	84/01/31	0/08	1	023062	023062	03000	CU FT	REFRIG	15,417.91	12,334.32
ENDASA	84/01/31	0/08	1	023065	023065	03100	CU FT	REFRIG	16,144.12	12,915.29

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
ENDASA	84/01/31	0/08	2	023067	023068	03000	CU FT	REFRIG	31,562.03	25,249.61
ENDASA	84/01/31	0/08	1	023069	023069	03100	CU FT	REFRIG	16,144.12	12,915.29
ENDASA	84/01/31	0/08	1	023070	023070	02800	CU FT	REFRIG	16,144.12	12,915.29
TEXAS SULPHUR PRODUCTS CO	85/12/31	3/00	1	023325	023325	20800	GAL	TANK	41,511.69	33,209.35
T AND T CHEMICAL	84/06/30	1/06	2	023326	023327	20800	GAL	TANK	83,023.46	66,418.76
TEXAS SULPHUR PRODUCTS CO	85/12/31	3/00	1	023328	023328	20800	GAL	TANK	41,511.73	33,209.38
MONSANTO COMPANY	84/01/31	5/00	1	023329	023329	20700	GAL	TANK	41,511.73	33,209.38
POUNDER EMULSTONS LTD	85/09/30	5/00	1	023492	023492	20700	GAL	TANK	39,352.68	31,482.14
USAMEX FERTILIZERS INC	83/07/31	3/00	1	023597	023597	20800	GAL	TANK	30,715.50	24,572.40
MISSISSIPPI CHEMICAL CORP	0/00/00	0/06	1	023604	023604	20700	GAL	TANK	31,263.01	25,010.40
USAMEX FERTILIZERS INC	83/07/31	3/00	1	023647	023647	20800	GAL	TANK	31,630.19	25,304.15
USAMEX FERTILIZERS INC	83/07/31	3/00	1	023650	023650	20700	GAL	TANK	31,630.19	25,304.15
USAMEX FERTILIZERS INC	83/12/31	3/00	1	023651	023651	20800	GAL	TANK	31,368.79	25,095.03
USAMEX FERTILIZERS INC	83/07/31	3/00	1	023652	023652	20700	GAL	TANK	31,630.19	25,304.15
USAMEX FERTILIZERS INC	83/07/31	3/00	1	023662	023662	20800	GAL	TANK	31,376.77	25,101.41
USAMEX FERTILIZERS INC	83/07/31	3/00	1	023666	023666	20800	GAL	TANK	31,376.77	25,101.41
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	024003	024003	20600	GAL	TANK	26,431.17	21,144.93
SHELL OIL COMPANY	84/08/31	5/00	1	024013	024013	20400	GAL	TANK	29,982.97	23,986.37
SHELL OIL COMPANY	84/08/31	5/00	1	024014	024014	20600	GAL	TANK	29,982.97	23,986.37
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	025003	025003	08000	GAL	TANK	20,193.04	16,154.43
ENDASA, S.A. DE C.V.	90/12/31	0/06	1	025010	025010	03000	GAL	TANK	20,371.74	16,297.39
ARCO PETROLEUM PRODUCTS C	82/01/31	2/00	1	025201	025201	06200	GAL	TANK	47,241.36	37,793.08
PROCTER AND GAMBLE	85/03/31	2/00	1	026206	026206	10100	GAL	TANK	32,568.66	26,054.92
UNION CARBIDE CORPORATION	84/09/30	5/00	1	026207	026207	10200	GAL	TANK	32,568.66	26,054.92
NITRAM CHEMICALS INC	85/01/31	1/10	1	026209	026209	10100	GAL	TANK	32,568.66	26,054.92
AIR PRODUCTS AND CHEM INC	81/04/30	5/00	1	026210	026210	10200	GAL	TANK	32,568.66	26,054.92
NITRAM CHEMICALS INC	85/01/31	1/10	1	026211	026211	10100	GAL	TANK	32,659.94	26,127.84
NGNE	74/12/31	1/00	1	026213	026213	10200	GAL	TANK	32,659.94	26,127.84
UNION CARBIDE CORPORATION	84/09/30	5/00	1	026221	026221	10200	GAL	TANK	31,935.40	25,548.32
ICI AMERICAS INC.	83/09/30	3/00	1	026222	026222	10100	GAL	TANK	31,935.40	25,548.32
FMC CORPORATION	84/10/31	3/00	1	026223	026223	10100	GAL	TANK	31,935.40	25,548.32
ICI AMERICAS INC.	83/09/30	3/00	1	026224	026224	10100	GAL	TANK	31,935.40	25,548.32
ARCC CHEMICAL COMPANY	82/12/31	0/10	1	026504	026504	20900	GAL	TANK	29,108.29	23,286.63
ROHM AND HAAS COMPANY	87/09/30	5/00	2	026651	026652	10300	GAL	TANK	53,634.76	42,907.80
ROHM AND HAAS COMPANY	87/09/30	5/00	1	026653	026653	10200	GAL	TANK	26,954.20	21,563.36
DOW CHEMICAL CANADA INC.	87/11/30	15/00	1	027100	027100	17300	GAL	TANK	41,600.32	33,280.25
DOW CHEMICAL CANADA INC.	87/11/30	15/00	1	027102	027102	17500	GAL	TANK	41,600.32	33,280.25
DOW CHEMICAL CANADA INC.	87/11/30	15/00	1	027105	027105	17400	GAL	TANK	41,214.07	32,971.25
DOW CHEMICAL CANADA INC.	87/11/30	15/00	2	027108	027109	17400	GAL	TANK	82,428.13	65,942.49
DOW CHEMICAL CANADA INC.	87/11/30	15/00	1	027146	027146	17400	GAL	TANK	41,190.09	32,952.07
GENSTAR LTD	79/09/30	0/06	1	027661	027661	10200	GAL	TANK	34,071.54	27,257.23
AGWAY INC	86/12/31	5/00	1	027662	027662	10200	GAL	TANK	34,071.54	27,257.23
ALLIEC CHEMICAL CORP	80/11/30	3/00	1	027663	027663	10200	GAL	TANK	34,071.54	27,257.23
AGWAY INC	86/12/31	5/00	4	027664	027667	10200	GAL	TANK	136,459.12	109,167.29
AGWAY INC	86/12/31	5/00	4	027669	027672	10200	GAL	TANK	136,978.00	109,582.40
AGWAY INC	86/12/31	5/00	5	027717	027721	10200	GAL	TANK	169,577.80	135,662.24
CELANESE CORPORATION	0/00/00	0/06	1	027722	027722	10200	GAL	TANK	33,915.55	27,132.44
AGWAY INC	86/12/31	5/00	11	027723	027733	10200	GAL	TANK	373,756.21	299,084.96
AGWAY INC	86/12/31	5/00	46	027794	027839	10200	GAL	TANK	1,528,825.01	1,223,059.83
AGWAY INC	86/12/31	5/00	13	027841	027853	10200	GAL	TANK	451,557.08	361,245.56
UNION CARBIDE CORPORATION	80/04/16	5/00	1	030002	030002	30400	GAL	TANK	38,127.04	30,501.63

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
PETROSAR LIMITED	87/08/31	10/00	1	030027	030027	30300	GAL	TANK	37,323.70	29,858.96
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	030028	030028	30300	GAL	TANK	37,577.58	30,062.06
AMERICAN CYANAMID COMPANY	88/12/31	10/00	1	030029	030029	30300	GAL	TANK	37,577.58	30,062.06
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	030030	030030	30300	GAL	TANK	37,644.63	30,115.70
POLYSAR LIMITED	83/03/31	0/02	1	030031	030031	30300	GAL	TANK	37,644.63	30,115.70
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	030033	030033	30300	GAL	TANK	37,773.66	30,218.92
SUN REFINING & MARKETING	83/11/30	1/00	3	030034	030036	30300	GAL	TANK	113,320.98	90,656.76
OTTAWA SILICA COMPANY	82/03/31	1/00	1	030151	030151	02900	CU FT	HOPPER	4,200.00	3,350.00
EXCEL RAILCAR CORP.	87/10/31	5/00	1	030263	030263	00000	CU FT	HOPPER	3,906.07	3,124.85
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	030264	030264	02000	CU FT	HOPPER	3,906.07	3,124.85
NEWPORT NEWS SHIPBUILDING	86/10/31	5/00	1	030265	030265	02000	CU FT	HOPPER	3,906.07	3,124.85
SUN REFINING & MARKETING	83/11/30	1/00	2	031000	031001	31300	GAL	TANK	77,921.72	62,337.37
PETROSAR LIMITED	87/08/31	10/00	1	031002	031002	31300	GAL	TANK	38,832.28	31,065.82
UNION CARDIDE CORPORATION	80/04/16	5/00	1	031003	031003	31300	GAL	TANK	38,832.28	31,065.82
BORG WARNER CHEMICALS INC	83/06/30	5/00	1	031004	031004	31200	GAL	TANK	39,089.44	31,271.55
AGEC JOFFRE, ALBERTA	91/07/31	10/00	2	031005	031006	31300	GAL	TANK	78,178.88	62,543.10
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	031007	031007	31300	GAL	TANK	39,089.44	31,271.55
PETROSAR LIMITED	86/03/31	5/02	1	031009	031009	31200	GAL	TANK	39,174.28	31,339.42
EXCEL RAILCAR CORP.	87/10/31	5/00	1	031064	031064	02000	CU FT	HOPPER	4,124.71	3,299.76
SOUTHERN PACIFIC	82/06/30	5/00	1	031070	031070	02000	CU FT	HOPPER	152.70	122.16
FLORIDA EAST COAST RY CO	85/03/31	5/00	1	031073	031073	02000	CU FT	HOPPER	4,124.71	3,299.76
EXCEL RAILCAR CORP.	87/10/31	5/00	2	031074	031075	02000	CU FT	HOPPER	8,249.42	6,599.52
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031076	031076	02000	CU FT	HOPPER	4,124.71	3,299.76
EXCEL RAILCAR CORP.	87/10/31	5/00	1	031077	031077	02000	CU FT	HOPPER	4,124.71	3,299.76
IDEAL BASIC INDUSTRIES	82/06/30	5/00	1	031078	031078	02000	CU FT	HOPPER	4,124.71	3,299.76
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031080	031080	02000	CU FT	HOPPER	4,124.71	3,299.76
SOUTHERN PACIFIC	82/06/30	5/00	1	031081	031081	02000	CU FT	HOPPER	4,124.71	3,299.76
IDEAL BASIC INDUSTRIES	84/05/31	5/00	1	031082	031082	02000	CU FT	HOPPER	4,124.71	3,299.76
EXCEL RAILCAR CORP.	87/10/31	5/00	1	031083	031083	02000	CU FT	HOPPER	4,124.71	3,299.76
EXCEL RAILCAR CORP.	87/10/31	5/00	1	031086	031086	02000	CU FT	HOPPER	4,124.71	3,299.76
REICHHOLD CHEMICALS INC	84/02/28	5/00	1	031126	031126	02000	CU FT	HOPPER	4,001.73	3,201.38
KERR MCGEE CORPORATION	83/01/31	5/00	1	031200	031200	04100	CU FT	REFRIG	34,718.95	27,775.16
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031223	031223	02000	CU FT	HOPPER	4,030.14	3,224.11
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031279	031279	02000	CU FT	HOPPER	4,166.81	3,333.44
NEWPORT NEWS SHIPBUILDING	86/10/31	5/00	1	031280	031280	02000	CU FT	HOPPER	4,166.81	3,333.44
EXCEL RAILCAR CORP.	87/10/31	5/00	1	031291	031291	02000	CU FT	HOPPER	4,602.75	3,682.20
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031298	031298	02000	CU FT	HOPPER	4,602.75	3,682.20
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031336	031336	02000	CU FT	HOPPER	4,602.75	3,682.20
ENSIO INDUSTRIES INC	84/04/30	5/00	1	031337	031337	02000	CU FT	HOPPER	4,602.75	3,682.20
GEORGIA MARBLE CO	86/03/31	3/00	1	031338	031338	02000	CU FT	HOPPER	4,602.75	3,682.20
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031367	031367	02000	CU FT	HOPPER	4,142.48	3,313.98
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031369	031369	02000	CU FT	HOPPER	4,142.48	3,313.98
EXCEL RAILCAR CORP.	87/10/31	5/00	1	031372	031372	02000	CU FT	HOPPER	4,142.48	3,313.98
ENDASA	84/08/31	1/04	1	031374	031374	02000	CU FT	HOPPER	4,142.48	3,313.98
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031376	031376	02000	CU FT	HOPPER	4,142.48	3,313.98
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031392	031392	02000	CU FT	HOPPER	4,142.48	3,313.98
STILLINGS PETROLEUM	89/09/30	10/00	1	031500	031500	31300	GAL	TANK	37,341.31	29,873.04
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031537	031537	02000	CU FT	HOPPER	4,468.79	3,575.03
EXCEL RAILCAR CORP.	87/10/31	5/00	1	031550	031550	02000	CU FT	HOPPER	4,172.90	3,338.32
ZIP TRANSPORTATION CO INC	84/11/30	5/00	1	031554	031554	02000	CU FT	HOPPER	4,172.90	3,338.32
MANLEY BRCS.	85/04/30	5/00	1	031558	031558	02000	CU FT	HOPPER	5,893.47	4,714.77

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
ENDASA	86/11/30	3/06	1	031606	031606	02000	CU FT	HOPPER	4,152.78	3,322.22
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031611	031611	02000	CU FT	HOPPER	9,290.65	7,432.52
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	031613	031613	02000	CU FT	HOPPER	9,290.67	7,432.53
A E STALEY MFG COMPANY	83/08/31	10/00	1	031801	031801	02600	CU FT	HOPPER	13,484.45	10,787.56
STILLINGS PETROLEUM	89/09/30	10/00	1	032042	032042	32700	GAL	TANK	39,110.94	31,288.75
PENICK AND FORD LIMITED	78/11/30	5/00	1	033042	033042	02900	CU FT	HOPPER	4,945.76	3,956.60
WELLMAN DYANAMICS CORP	83/12/31	5/00	1	033043	033043	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	3	033048	033050	02900	CU FT	HOPPER	14,837.28	11,869.80
ENDASA	89/06/30	7/01	1	033051	033051	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	033053	033053	02900	CU FT	HOPPER	4,945.76	3,956.60
FILTREL CORPORATION	84/08/31	5/00	1	033054	033054	02900	CU FT	HOPPER	4,945.76	3,956.60
OTTAWA SILICA COMPANY	82/03/31	1/00	1	033055	033055	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	033056	033056	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	033059	033059	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	033062	033062	02900	CU FT	HOPPER	4,945.76	3,956.60
FILTREL CORPORATION	84/06/30	5/00	2	033064	033065	02900	CU FT	HOPPER	9,891.52	7,913.20
ENDASA	89/08/31	7/04	1	033067	033067	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	033069	033069	02900	CU FT	HOPPER	4,945.76	3,956.60
OTTAWA SILICA COMPANY	82/03/31	1/00	1	033071	033071	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	033072	033072	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	033074	033074	02900	CU FT	HOPPER	4,945.76	3,956.60
ENDASA	89/06/30	7/01	3	033077	033079	03200	CU FT	HOPPER	19,631.29	15,705.03
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	034002	034002	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	034004	034004	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	034006	034006	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	034008	034008	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	2	034011	034012	02900	CU FT	HOPPER	9,891.52	7,913.20
FILTREL CORPORATION	84/01/31	5/00	1	034017	034017	02900	CU FT	HOPPER	4,945.76	3,956.60
CHEMICAL PRODUCTS CORP	85/02/28	5/00	1	034019	034019	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	034021	034021	02900	CU FT	HOPPER	4,945.76	3,956.60
WELLMAN DYANAMICS CORP	83/12/31	5/00	1	034022	034022	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	034026	034026	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	034029	034029	02900	CU FT	HOPPER	4,945.76	3,956.60
AMERICAN COLLOID COMPANY	83/05/31	7/00	1	034035	034035	02900	CU FT	HOPPER	4,945.76	3,956.60
SHERRITT GORDEN MINES LTD	91/08/31	10/00	1	034056	034056	34000	GAL	TANK	40,547.13	32,437.70
SHERRITT GORDEN MINES LTD	91/08/31	10/00	1	034057	034057	33900	GAL	TANK	40,547.13	32,437.70
SHERRITT GORDEN MINES LTD	91/08/31	10/00	1	034058	034058	33800	GAL	TANK	40,547.13	32,437.70
SHERRITT GORDEN MINES LTD	91/08/31	10/00	2	034059	034060	33900	GAL	TANK	81,303.26	65,042.60
SHERRITT GORDEN MINES LTD	91/08/31	10/00	4	034061	034064	33800	GAL	TANK	163,024.52	130,419.60
SHERRITT GORDEN MINES LTD	91/08/31	10/00	1	034065	034065	33900	GAL	TANK	40,756.13	32,604.90
UNION TEXAS PRODUCTS CORP	87/02/28	5/05	1	034066	034066	33900	GAL	TANK	41,111.65	32,889.32
PETRO-CANADA EXPLORATION	85/09/30	5/00	1	034067	034067	33900	GAL	TANK	41,111.71	32,889.36
REAL INTERNATIONAL MARKET	85/09/30	5/00	1	034069	034069	33800	GAL	TANK	41,111.71	32,889.36
UNION TEXAS PRODUCTS CORP	87/02/28	5/05	1	034070	034070	33800	GAL	TANK	41,111.71	32,889.36
SUN REFINING & MARKETING	88/10/31	10/00	1	034076	034076	34000	GAL	TANK	41,629.83	33,303.86
SUN REFINING & MARKETING	88/10/31	10/00	1	034077	034077	33900	GAL	TANK	41,629.91	33,303.92
SUN REFINING & MARKETING	88/10/31	10/00	1	034078	034078	34000	GAL	TANK	41,629.91	33,303.92
SUN REFINING & MARKETING	88/10/31	10/00	3	034079	034081	33900	GAL	TANK	124,889.73	99,911.76
SUN REFINING & MARKETING	88/10/31	10/00	5	034082	034086	34000	GAL	TANK	208,149.55	166,519.60
SUN REFINING & MARKETING	88/10/31	10/00	1	034087	034087	34100	GAL	TANK	41,629.91	33,303.92
PCLYSAR LIMITED	85/08/31	10/00	1	034090	034090	34000	GAL	TANK	41,715.80	33,372.64

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	COLLATERAL VALUE
N GL SUPPLY LTD	89/09/30	10/00	1	034091	034091	34000	GAL	TANK	41,715.83	33,372.66
UNION TEXAS PRODUCTS CORP	87/02/28	5/05	1	034093	034093	34000	GAL	TANK	41,715.83	33,372.66
AMERICAN CYANAMID COMPANY	89/06/30	10/00	1	034095	034095	34000	GAL	TANK	41,715.83	33,372.66
SUN REFINING & MARKETING	83/10/31	10/00	4	034098	034101	34000	GAL	TANK	167,772.64	134,218.08
STILLINGS PETROLEUM	87/10/31	10/00	1	034602	034602	34000	GAL	TANK	38,331.72	30,665.37
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034938	034938	33900	GAL	TANK	44,034.54	35,227.63
ENDASA	83/05/31	0/01	2	035521	035522	02900	CU FT	HOPPER	67,917.18	54,333.74
FEDERAL BENTONITE COMPANY	87/06/30	5/00	1	036520	036520	03200	CU FT	HOPPER	5,476.50	4,381.20
ENDASA	89/06/30	7/01	1	036545	036545	03200	CU FT	HOPPER	7,628.16	6,102.52
ENDASA	85/12/31	1/06	3	036547	036549	03200	CU FT	HOPPER	21,481.24	17,184.98
ENDASA	83/06/09	0/02	1	038053	038053	03500	CU FT	HOPPER	12,764.02	10,211.21
PG CORPORATION	85/04/30	5/00	1	038069	038069	03500	CU FT	HOPPER	13,960.54	11,168.43
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	038095	038095	03500	CU FT	HOPPER	15,996.00	12,796.80
HOCKER CHEMICALS LTD	82/07/31	10/00	1	038101	038101	02700	CU FT	HOPPER	13,960.54	11,168.43
DRESSER INDUSTRIES, INC.	0/00/00	5/00	1	040000	040000	04600	CU FT	REFRIG	18,303.62	14,642.89
CANADIAN FOREST PRODUCTS	82/12/31	4/00	1	040001	040001	04600	CU FT	REFRIG	18,303.65	14,642.92
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	040002	040002	04600	CU FT	REFRIG	18,303.65	14,642.92
B C FOREST PRODUCTS	84/12/31	2/00	1	040003	040003	04700	CU FT	REFRIG	18,303.65	14,642.92
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	040004	040004	04600	CU FT	REFRIG	18,303.65	14,642.92
PFIZER INC	84/12/31	5/00	2	040006	040007	04600	CU FT	REFRIG	36,607.30	29,285.84
MOUNTAIN PINE LUMBER LTC.	79/12/31	3/02	1	040008	040008	04600	CU FT	REFRIG	18,303.65	14,642.92
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	2	040009	040010	04600	CU FT	REFRIG	36,607.30	29,285.84
ZAPATA HAYNIE CORPORATION	83/01/31	1/00	2	041000	041001	04000	CU FT	HOPPER	26,600.67	21,280.53
DRESSER INDUSTRIES, INC.	85/11/30	15/00	1	041176	041176	04600	CU FT	REFRIG	21,699.62	17,359.69
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	041195	041195	04700	CU FT	REFRIG	25,134.79	20,107.83
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	041236	041236	04700	CU FT	REFRIG	21,915.90	17,532.72
GREEN BAY WESTERN RR	81/08/31	15/00	2	042592	042593	04600	CU FT	REFRIG	51,193.18	40,954.54
GREEN BAY WESTERN RR	81/08/31	15/00	1	042595	042595	04600	CU FT	REFRIG	25,596.59	20,477.27
KERR MCGEE CORPORATION	83/01/31	5/00	1	042602	042602	04500	CU FT	REFRIG	25,887.69	20,710.15
S C JOHNSON AND SONS INC	87/05/14	5/00	4	042609	042612	04300	CU FT	REFRIG	115,370.03	92,296.01
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042618	042618	04100	CU FT	REFRIG	28,787.25	23,029.80
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042619	042619	04300	CU FT	REFRIG	28,787.25	23,029.80
S C JOHNSON AND SONS INC	87/05/14	5/00	2	042622	042623	04300	CU FT	REFRIG	57,574.50	46,059.60
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042627	042627	04300	CU FT	REFRIG	29,008.12	23,206.49
S C JOHNSON AND SONS INC	87/05/14	5/00	2	042630	042631	04300	CU FT	REFRIG	58,016.24	46,412.98
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042637	042637	04300	CU FT	REFRIG	29,008.12	23,206.49
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042640	042640	04300	CU FT	REFRIG	29,008.12	23,206.49
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042646	042646	04600	CU FT	REFRIG	29,008.12	23,206.49
S C JOHNSON AND SONS INC	87/05/14	5/00	2	042647	042648	04300	CU FT	REFRIG	58,016.24	46,412.98
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042652	042652	04300	CU FT	REFRIG	29,008.12	23,206.49
S C JOHNSON AND SONS INC	87/05/14	5/00	2	042660	042661	04300	CU FT	REFRIG	58,016.24	46,412.98
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042664	042664	04300	CU FT	REFRIG	29,229.00	23,383.20
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042669	042669	04600	CU FT	REFRIG	29,229.00	23,383.20
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042675	042675	04600	CU FT	REFRIG	29,229.00	23,383.20
DRESSER INDUSTRIES, INC.	82/10/31	5/00	2	042680	042681	04300	CU FT	REFRIG	58,458.00	46,766.40
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042683	042683	04100	CU FT	REFRIG	29,449.87	23,559.89
S C JOHNSON AND SONS INC	87/05/14	5/00	3	042685	042687	04100	CU FT	REFRIG	88,349.61	70,679.67
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042688	042688	04300	CU FT	REFRIG	29,229.00	23,383.20
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	042689	042689	04300	CU FT	REFRIG	29,449.87	23,559.89
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042690	042690	04300	CU FT	REFRIG	29,449.87	23,559.89
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	042691	042691	04400	CU FT	REFRIG	29,229.00	23,383.20

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042692	042692	04300	CU FT	REFRIG	29,229.00	23,383.20
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042693	042693	04400	CU FT	REFRIG	29,449.87	23,559.89
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	042694	042694	04400	CU FT	REFRIG	28,345.50	22,676.40
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042695	042695	04200	CU FT	REFRIG	29,449.87	23,559.89
S C JOHNSON AND SONS INC	87/05/14	5/00	1	042696	042696	04300	CU FT	REFRIG	29,449.87	23,559.89
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	042697	042697	04200	CU FT	REFRIG	28,787.25	23,029.80
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	042698	042698	04600	CU FT	REFRIG	28,787.25	23,029.80
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	042699	042699	04700	CU FT	REFRIG	28,787.25	23,029.80
DRESSER INDUSTRIES, INC.	82/03/31	5/00	1	042700	042700	04600	CU FT	REFRIG	26,240.02	20,992.01
KERR MCGEE CORPORATION	83/06/30	5/00	1	042730	042730	04600	CU FT	REFRIG	26,239.74	20,991.79
JAMES RIVER CORPORATION	84/11/30	5/00	1	042733	042733	04600	CU FT	REFRIG	26,435.08	21,148.06
ABBOTT LABORATORIES INC	84/06/03	10/00	1	042737	042737	04600	CU FT	REFRIG	26,239.74	20,991.79
KERR MCGEE CORPORATION	83/06/30	5/00	1	042739	042739	04600	CU FT	REFRIG	26,239.74	20,991.79
JAMES RIVER CORPORATION	84/11/30	5/00	1	042740	042740	04600	CU FT	REFRIG	26,435.08	21,148.06
FLORIDA EAST COAST RY CO	80/01/31	5/00	1	042741	042741	04600	CU FT	REFRIG	26,239.74	20,991.79
KERR MCGEE CORPORATION	83/06/30	5/00	1	042743	042743	04600	CU FT	REFRIG	26,239.74	20,991.79
ABBOTT LABORATORIES INC	84/06/03	10/00	1	042746	042746	04600	CU FT	REFRIG	26,435.08	21,148.06
INTERNATIONAL MULTI FOODS	84/06/31	5/00	1	042747	042747	04700	CU FT	REFRIG	26,435.08	21,148.06
SAVANNAH FOODS AND	83/11/30	5/00	1	042748	042748	04600	CU FT	REFRIG	26,239.74	20,991.79
KERR MCGEE CORPORATION	83/06/30	5/00	1	042749	042749	04600	CU FT	REFRIG	26,239.74	20,991.79
ABBOTT LABORATORIES INC	84/06/03	10/00	1	042750	042750	04600	CU FT	REFRIG	26,239.74	20,991.79
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045356	045356	03500	CU FT	HOPPER	22,813.37	18,250.69
ERCC INDUSTRIES LIMITED	87/07/31	10/00	1	045357	045357	02700	CU FT	HOPPER	22,460.15	17,968.12
CANPOTEX LTD	83/02/28	7/00	2	045358	045359	03500	CU FT	HOPPER	46,331.42	37,065.12
CANPOTEX LTD	83/02/28	7/00	3	045362	045364	03500	CU FT	HOPPER	69,497.13	55,597.68
CANADA CEMENT LAFARGE LTD	92/02/28	10/00	1	045365	045365	03500	CU FT	HOPPER	23,165.71	18,532.56
CANPOTEX LTD	83/02/28	7/00	2	045366	045367	03500	CU FT	HOPPER	46,331.42	37,065.12
ERCC INDUSTRIES LIMITED	88/03/31	10/00	2	045369	045370	02700	CU FT	HOPPER	46,331.42	37,065.12
QUENORD CHEMICALS LIMITED	89/10/31	10/00	1	045372	045372	03500	CU FT	HOPPER	23,165.71	18,532.56
CANPOTEX LTD.	86/12/31	5/00	2	045373	045374	03500	CU FT	HOPPER	46,331.42	37,065.12
POTASH COMPANY OF AMERICA	82/02/28	5/00	2	045377	045378	03500	CU FT	HOPPER	46,331.42	37,065.12
CANPOTEX LTD.	86/12/31	5/00	2	045379	045380	03500	CU FT	HOPPER	46,331.42	37,065.12
STANCHEM DIVISION OF	84/06/30	5/00	1	045381	045381	02700	CU FT	HOPPER	23,165.71	18,532.56
CANPOTEX LTD	83/02/28	7/00	2	045382	045383	03500	CU FT	HOPPER	46,331.42	37,065.12
CANADA CEMENT LAFARGE LTD	92/02/28	10/00	1	045385	045385	03500	CU FT	HOPPER	23,342.09	18,673.67
CANPOTEX LTD	83/02/28	7/00	3	045386	045388	03500	CU FT	HOPPER	69,497.13	55,597.68
CANPOTEX LTD	83/02/28	7/00	1	045391	045391	03500	CU FT	HOPPER	23,342.09	18,673.67
CANADA CEMENT LAFARGE LTD	92/02/28	10/00	1	045393	045393	03500	CU FT	HOPPER	23,342.09	18,673.67
CANPOTEX LTD.	86/12/31	5/00	3	045394	045396	03500	CU FT	HOPPER	70,026.27	56,021.01
CANPOTEX LTD	83/02/28	7/00	1	045399	045399	03500	CU FT	HOPPER	23,342.09	18,673.67
CANPOTEX LTD.	83/02/28	7/00	1	045401	045401	03500	CU FT	HOPPER	23,342.09	18,673.67
CANPOTEX LTD.	86/12/31	5/00	1	045403	045403	03500	CU FT	HOPPER	23,342.09	18,673.67
ERCC INDUSTRIES LIMITED	87/11/30	10/00	1	045404	045404	02700	CU FT	HOPPER	23,342.09	18,673.67
CANPOTEX LTD.	86/12/31	5/00	1	045405	045405	03500	CU FT	HOPPER	23,342.09	18,673.67
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045407	045407	03500	CU FT	HOPPER	23,165.71	18,532.56
CANPOTEX LTD.	86/12/31	5/00	1	045408	045408	03500	CU FT	HOPPER	23,342.09	18,673.67
ERCC INDUSTRIES LIMITED	87/11/30	10/00	1	045409	045409	02700	CU FT	HOPPER	23,342.09	18,673.67
CANPOTEX LTD.	86/12/31	5/00	1	045410	045410	03500	CU FT	HOPPER	23,342.09	18,673.67
CANADA CEMENT LAFARGE LTD	92/02/28	10/00	2	045412	045413	03500	CU FT	HOPPER	46,684.18	37,347.34
POTASH COMPANY OF AMERICA	82/02/28	5/00	1	045414	045414	03500	CU FT	HOPPER	23,165.71	18,532.56
CANPOTEX LTD	83/02/28	7/00	1	045415	045415	03500	CU FT	HOPPER	23,342.09	18,673.67

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
CANPOTEX LTD.	86/12/31	5/00	1	045418	045418	03500	CU FT	HOPPER	23,342.09	18,673.67
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045419	045419	03500	CU FT	HOPPER	23,342.09	18,673.67
CANPOTEX LTD.	83/02/28	7/00	3	045420	045422	03500	CU FT	HOPPER	70,026.27	56,021.01
DOW CHEMICAL CANADA INC.	86/10/31	5/00	1	045423	045423	02700	CU FT	HOPPER	23,165.71	18,532.56
CANPOTEX LTD.	83/02/28	7/00	2	045424	045425	03500	CU FT	HOPPER	46,684.18	37,347.34
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045426	045426	03500	CU FT	HOPPER	23,342.09	18,673.67
CANPOTEX LTD.	86/12/31	5/00	2	045428	045429	03500	CU FT	HOPPER	46,684.18	37,347.34
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045430	045430	03500	CU FT	HOPPER	23,165.71	18,532.56
CANADA CEMENT LAFARGE LTD	92/02/28	10/00	1	045433	045433	03500	CU FT	HOPPER	23,342.09	18,673.67
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045435	045435	03500	CU FT	HOPPER	23,342.09	18,673.67
QUENORD CHEMICALS LIMITED	89/10/31	10/00	1	045436	045436	03500	CU FT	HOPPER	23,342.09	18,673.67
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	2	045438	045439	03500	CU FT	HOPPER	47,645.33	38,116.25
CANPOTEX LTD.	83/02/28	7/00	1	045440	045440	03500	CU FT	HOPPER	23,342.09	18,673.67
CANADA CEMENT LAFARGE LTD	92/02/28	10/00	1	045441	045441	03500	CU FT	HOPPER	23,342.09	18,673.67
ERCC INDUSTRIES LIMITED	88/03/31	10/00	1	045443	045443	02700	CU FT	HOPPER	23,518.48	18,814.78
CANPOTEX LTD.	83/02/28	7/00	1	045444	045444	03500	CU FT	HOPPER	23,342.09	18,673.67
ERCC INDUSTRIES LIMITED	88/03/31	10/00	1	045446	045446	02700	CU FT	HOPPER	23,518.48	18,814.78
ERCC INDUSTRIES LIMITED	88/03/31	10/00	1	045451	045451	02700	CU FT	HOPPER	23,689.70	18,951.76
CANPOTEX LTD.	86/12/31	5/00	1	045453	045453	03500	CU FT	HOPPER	23,518.48	18,814.78
CANPOTEX LTD.	86/12/31	5/00	1	045457	045457	03500	CU FT	HOPPER	23,518.48	18,814.78
CANPOTEX LTD.	86/12/31	5/00	1	045459	045459	03500	CU FT	HOPPER	23,518.48	18,814.78
CANADA CEMENT LAFARGE, LT	85/09/30	5/00	1	045462	045462	03500	CU FT	HOPPER	23,518.48	18,814.78
CANPOTEX LTD.	83/02/28	7/00	1	045463	045463	03500	CU FT	HOPPER	23,518.48	18,814.78
ERCC INDUSTRIES LIMITED	88/03/31	10/00	1	045465	045465	02700	CU FT	HOPPER	23,689.70	18,951.76
CANADA CEMENT LAFARGE LTD	92/02/28	10/00	1	045466	045466	03500	CU FT	HOPPER	23,689.70	18,951.76
CANPOTEX LTD.	86/12/31	5/00	1	045468	045468	03500	CU FT	HOPPER	23,689.70	18,951.76
QUENORD CHEMICALS LIMITED	89/10/31	10/00	1	045470	045470	03500	CU FT	HOPPER	23,689.70	18,951.76
CANPOTEX LTD.	83/02/28	7/00	1	045471	045471	03500	CU FT	HOPPER	23,689.70	18,951.76
SWIFT CANACIAN LTD-VIGORU	82/12/31	6/09	1	045473	045473	03500	CU FT	HOPPER	23,512.03	18,809.62
CANPOTEX LTD.	86/12/31	5/00	2	045474	045475	03500	CU FT	HOPPER	47,379.40	37,903.52
STANCHEM DIVISION OF	87/07/31	5/00	1	045477	045477	03500	CU FT	HOPPER	23,689.70	18,951.76
WAEUSH LAKE REWY CO LTD	86/03/31	10/00	1	045478	045478	03500	CU FT	HOPPER	23,689.70	18,951.76
CANADA CEMENT LAFARGE, LT	85/09/30	5/00	1	045479	045479	03500	CU FT	HOPPER	23,689.70	18,951.76
QUENORD CHEMICALS LIMITED	89/10/31	10/00	1	045481	045481	03500	CU FT	HOPPER	23,689.70	18,951.76
POTASH COMPANY OF AMERICA	82/02/28	5/00	1	045482	045482	03500	CU FT	HOPPER	23,689.70	18,951.76
CANPOTEX LTD.	86/12/31	5/00	1	045484	045484	03500	CU FT	HOPPER	23,689.70	18,951.76
DOW CHEMICAL CANADA INC.	86/10/31	5/00	1	045486	045486	02700	CU FT	HOPPER	23,689.70	18,951.76
QUENORD CHEMICALS LIMITED	89/10/31	10/00	2	045489	045490	03500	CU FT	HOPPER	48,958.72	39,166.96
CANADA CEMENT LAFARGE LTD	92/02/28	10/00	1	045491	045491	03500	CU FT	HOPPER	24,479.36	19,583.48
ERCC INDUSTRIES LIMITED	87/11/30	10/00	1	045492	045492	02700	CU FT	HOPPER	24,479.36	19,583.48
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045493	045493	03500	CU FT	HOPPER	24,479.36	19,583.48
ERCC INDUSTRIES LIMITED	87/11/30	10/00	1	045494	045494	02700	CU FT	HOPPER	24,479.36	19,583.48
STANCHEM DIVISION OF	87/07/31	5/00	1	045495	045495	03500	CU FT	HOPPER	24,479.36	19,583.48
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045496	045496	03500	CU FT	HOPPER	24,479.36	19,583.48
ERCC INDUSTRIES LTD	83/03/31	10/00	1	045497	045497	02700	CU FT	HOPPER	24,479.36	19,583.48
KIDD CREEK MINES, LTD	83/12/31	1/00	1	045498	045498	03500	CU FT	HOPPER	24,479.36	19,583.48
CANPOTEX LTD.	86/12/31	5/00	1	045500	045500	03500	CU FT	HOPPER	24,479.36	19,583.48
ERCC INDUSTRIES LIMITED	85/06/30	10/00	1	045501	045501	02700	CU FT	HOPPER	24,479.36	19,583.48
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	045503	045503	03500	CU FT	HOPPER	24,479.36	19,583.48
CANPOTEX LTD.	83/02/28	7/00	2	045504	045505	03500	CU FT	HOPPER	48,958.72	39,166.96
ERCC INDUSTRIES LTD	83/03/31	10/00	1	045506	045506	02700	CU FT	HOPPER	24,479.36	19,583.48

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
CANPOTEX LTD.	86/12/31	5/00	1	045508	045508	03500	CU FT	HOPPER	24,479.36	19,583.48
CANPOTEX LTD.	86/12/31	5/00	1	045518	045518	03500	CU FT	HOPPER	20,178.45	16,142.76
CANPOTEX LTD.	86/12/31	5/00	1	045563	045563	03500	CU FT	HOPPER	20,178.45	16,142.76
CANPOTEX LTD.	86/12/31	5/00	1	045585	045585	03500	CU FT	HOPPER	20,178.45	16,142.76
KERR MCGEE CORPORATION	87/12/31	5/00	1	049800	049800	03500	CU FT	HOPPER	21,938.86	17,551.08
TRANSPORTATION EQUIP., IN	84/12/31	2/00	1	049807	049807	03500	CU FT	HOPPER	21,939.00	17,551.20
KERR MCGEE CORPORATION	87/12/31	5/00	4	049809	049812	03500	CU FT	HOPPER	87,756.00	70,204.80
ASHLAND CHEMICAL CO.	88/04/30	5/00	1	049813	049813	03500	CU FT	HOPPER	21,939.00	17,551.20
KERR MCGEE CORPORATION	87/12/31	5/00	6	049814	049819	03500	CU FT	HOPPER	131,634.00	105,307.20
POTASH COMPANY OF AMERICA	81/11/30	5/00	2	049821	049822	03500	CU FT	HOPPER	41,489.20	33,191.36
POTASH COMPANY OF AMERICA	81/11/30	5/00	1	049825	049825	03500	CU FT	HOPPER	20,744.60	16,595.68
POTASH COMPANY OF AMERICA	81/11/30	5/00	6	049827	049832	03500	CU FT	HOPPER	124,467.60	99,574.08
POTASH COMPANY OF AMERICA	81/11/30	5/00	3	049834	049836	03500	CU FT	HOPPER	62,233.80	49,787.04
POTASH COMPANY OF AMERICA	81/11/30	5/00	2	049838	049839	03500	CU FT	HOPPER	41,489.20	33,191.36
CENTRAL CANADA POTASH	82/09/30	5/00	3	050143	050145	03500	CU FT	HOPPER	46,795.92	37,436.73
CENTRAL CANADA POTASH	82/09/30	5/00	1	050147	050147	03500	CU FT	HOPPER	15,598.64	12,478.91
AVTEX FIBERS INC	87/08/31	5/00	1	050149	050149	03500	CU FT	HOPPER	15,598.64	12,478.91
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	050150	050150	03600	CU FT	HOPPER	15,598.64	12,478.91
FILTER-MEDIA CO OF	84/03/31	2/00	1	050151	050151	03500	CU FT	HOPPER	17,882.00	14,305.60
AMAX CHEMICAL CORPORATION	85/06/30	5/00	2	050152	050153	03600	CU FT	HOPPER	31,197.28	24,957.82
CENTRAL CANADA POTASH	82/09/30	5/00	1	050154	050154	03500	CU FT	HOPPER	15,598.64	12,478.91
AVTEX FIBERS INC	87/08/31	5/00	1	050155	050155	03500	CU FT	HOPPER	15,598.64	12,478.91
AMAX CHEMICAL CORPORATION	85/06/30	5/00	1	050156	050156	03500	CU FT	HOPPER	15,598.64	12,478.91
ENDASA	83/06/09	0/02	1	050158	050158	04700	CU FT	HOPPER	14,136.27	11,309.01
CENTRAL CANADA POTASH	82/09/30	5/00	1	050159	050159	03500	CU FT	HOPPER	15,598.64	12,478.91
AVTEX FIBERS INC	87/08/31	5/00	1	050160	050160	03500	CU FT	HOPPER	15,598.64	12,478.91
E I DUPONT DE NEMOURS	85/09/30	5/00	1	050161	050161	03500	CU FT	HOPPER	15,598.64	12,478.91
KERR MCGEE CORPORATION	82/05/31	5/00	1	050163	050163	03500	CU FT	HOPPER	15,598.64	12,478.91
ASHLAND CHEMICAL CO.	88/04/30	5/00	1	050164	050164	03500	CU FT	HOPPER	15,598.64	12,478.91
SHERWIN WILLIAMS COMPANY	82/04/30	5/00	1	050165	050165	03500	CU FT	HOPPER	15,598.64	12,478.91
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	050166	050166	03500	CU FT	HOPPER	15,598.64	12,478.91
CENTRAL CANADA POTASH	82/09/30	5/00	1	050169	050169	03500	CU FT	HOPPER	15,598.64	12,478.91
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	050170	050170	03500	CU FT	HOPPER	15,598.64	12,478.91
KERR MCGEE CORPORATION	82/05/31	5/00	1	050171	050171	03600	CU FT	HOPPER	15,598.64	12,478.91
AVTEX FIBERS INC	87/08/31	5/00	1	050172	050172	03500	CU FT	HOPPER	15,598.64	12,478.91
CENTRAL CANADA POTASH	82/09/30	5/00	1	050173	050173	03500	CU FT	HOPPER	15,598.64	12,478.91
CENTRAL CANADA POTASH	82/09/30	5/00	1	050174	050174	03600	CU FT	HOPPER	15,598.64	12,478.91
SHERWIN WILLIAMS COMPANY	82/04/30	5/00	1	050176	050176	03500	CU FT	HOPPER	15,598.64	12,478.91
AVTEX FIBERS INC	87/08/31	5/00	1	050177	050177	03500	CU FT	HOPPER	15,598.64	12,478.91
CENTRAL CANADA POTASH	82/09/30	5/00	1	050178	050178	03500	CU FT	HOPPER	15,598.64	12,478.91
IMC CHEMICAL GROUP	83/12/31	1/00	3	051687	051689	03500	CU FT	HOPPER	63,023.70	50,418.96
OCCIDENTAL CHEM. CORP.	84/01/31	5/00	1	051690	051690	03500	CU FT	HOPPER	21,007.90	16,806.32
POTASH CORPORATION OF	85/12/31	5/00	1	051691	051691	03500	CU FT	HOPPER	21,007.90	16,806.32
IMC CHEMICAL GROUP	83/12/31	1/00	3	051695	051697	03500	CU FT	HOPPER	63,159.30	50,527.44
KERR MCGEE CORPORATION	85/12/31	5/00	2	051698	051699	03500	CU FT	HOPPER	42,106.20	33,684.96
CHAS. SCHAEFER & SONS INC	87/09/30	5/00	1	052276	052276	03500	CU FT	HOPPER	21,943.48	17,554.78
MORTON SALT DIVISION	82/12/31	0/03	1	052277	052277	03500	CU FT	HOPPER	21,943.65	17,554.92
CHAS. SCHAEFER & SONS INC	87/09/30	5/00	1	052278	052278	03500	CU FT	HOPPER	21,943.65	17,554.92
MORTON SALT DIVISION	82/12/31	0/03	1	052280	052280	03500	CU FT	HOPPER	21,943.65	17,554.92
CHAS. SCHAEFER & SONS INC	87/09/30	5/00	1	052281	052281	03500	CU FT	HOPPER	21,943.65	17,554.92
MORTON SALT DIVISION	82/12/31	0/03	1	052282	052282	03500	CU FT	HOPPER	22,112.01	17,689.60

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	COLLATERAL VALUE
CHAS. SCHAEFER & SONS INC	87/09/30	5/00	1	052283	052283	03500	CU FT	HOPPER	21,943.65	17,554.92
MORTON SALT DIVISION	82/12/31	0/03	2	052284	052285	03500	CU FT	HOPPER	44,224.02	35,379.20
INC CHEMICAL GROUP	83/12/31	1/00	1	052288	052288	03500	CU FT	HOPPER	22,112.01	17,689.60
CHAS. SCHAEFER & SONS INC	87/09/30	5/00	1	052289	052289	03500	CU FT	HOPPER	22,112.01	17,689.60
MORTON SALT DIVISION	82/12/31	0/03	1	052291	052291	03500	CU FT	HOPPER	22,112.01	17,689.60
INC CHEMICAL GROUP	83/12/31	1/00	1	052292	052292	03500	CU FT	HOPPER	22,112.01	17,689.60
MORTON SALT DIVISION	82/12/31	0/03	2	052293	052294	03500	CU FT	HOPPER	44,224.02	35,379.20
ASHLAND CHEMICAL CO	86/08/31	5/00	1	052295	052295	03500	CU FT	HOPPER	22,112.01	17,689.60
DUW CHEMICAL USA	0/00/00	1/00	1	052296	052296	03500	CU FT	HOPPER	22,112.01	17,689.60
MORTON SALT DIVISION	82/12/31	0/03	4	052297	052300	03500	CU FT	HOPPER	87,250.31	69,800.23
HOOKER CHEMICALS LTD	82/07/31	10/00	1	052301	052301	02700	CU FT	HOPPER	20,577.55	16,462.04
MORTON SALT DIVISION	82/12/31	0/03	2	052302	052303	03500	CU FT	HOPPER	41,155.10	32,924.08
INTERNATIONAL MINERALS	81/10/31	5/00	1	052304	052304	03500	CU FT	HOPPER	20,577.55	16,462.04
MORTON SALT DIVISION	82/12/31	0/03	1	052305	052305	03500	CU FT	HOPPER	20,577.55	16,462.04
INC CHEMICAL GROUP	83/12/31	1/00	1	052306	052306	03500	CU FT	HOPPER	20,577.55	16,462.04
ERCC INDUSTRIES LTD	92/04/30	10/00	1	052307	052307	03500	CU FT	HOPPER	20,577.55	16,462.04
MORTON SALT DIVISION	82/12/31	0/03	2	052308	052309	03500	CU FT	HOPPER	41,155.10	32,924.08
KERR MCGEE CORPORATION	84/08/31	1/00	2	052310	052311	03500	CU FT	HOPPER	41,155.10	32,924.08
NORTH CENTRAL OKLAHOMA	87/12/31	4/00	1	052313	052313	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	84/08/31	1/00	1	052314	052314	03500	CU FT	HOPPER	20,577.55	16,462.04
NORTH CENTRAL OKLAHOMA	87/12/31	4/00	1	052316	052316	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	83/08/31	5/00	1	052317	052317	03500	CU FT	HOPPER	20,577.55	16,462.04
TRANSPORTATION EQUIP., IN	84/12/31	2/00	1	052318	052318	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	84/08/31	1/00	1	052319	052319	03500	CU FT	HOPPER	20,577.55	16,462.04
NORTH CENTRAL OKLAHOMA	87/12/31	4/00	1	052320	052320	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	84/08/31	1/00	1	052321	052321	03500	CU FT	HOPPER	20,577.55	16,462.04
NORTH CENTRAL OKLAHOMA	87/12/31	4/00	2	052322	052323	03500	CU FT	HOPPER	41,155.10	32,924.08
KERR MCGEE CORPORATION	83/08/31	5/00	3	052324	052326	03500	CU FT	HOPPER	61,732.65	49,386.12
TRANSPORTATION EQUIP., IN	0/00/00	1/00	1	052327	052327	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	83/08/31	5/00	2	052328	052329	03500	CU FT	HOPPER	41,155.10	32,924.08
TRANSPORTATION EQUIP., IN	0/00/00	1/00	1	052330	052330	03500	CU FT	HOPPER	20,890.92	16,712.73
KERR MCGEE CORPORATION	83/08/31	5/00	1	052331	052331	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	83/08/31	5/00	3	052333	052335	03500	CU FT	HOPPER	61,732.65	49,386.12
TRANSPORTATION EQUIP., IN	84/12/31	2/00	1	052336	052336	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	84/08/31	1/00	1	052337	052337	03500	CU FT	HOPPER	20,577.55	16,462.04
TRANSPORTATION EQUIP., IN	0/00/00	1/00	1	052338	052338	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	84/08/31	1/00	1	052339	052339	03500	CU FT	HOPPER	20,577.55	16,462.04
TRANSPORTATION EQUIP., IN	84/12/31	2/00	1	052340	052340	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	84/08/31	1/00	1	052341	052341	03500	CU FT	HOPPER	20,577.55	16,462.04
TRANSPORTATION EQUIP., IN	84/12/31	2/00	2	052342	052343	03500	CU FT	HOPPER	41,155.10	32,924.08
KERR MCGEE CORPORATION	84/08/31	1/00	3	052344	052346	03500	CU FT	HOPPER	61,732.65	49,386.12
TRANSPORTATION EQUIP., IN	84/12/31	2/00	1	052347	052347	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	83/08/31	5/00	7	052348	052354	03500	CU FT	HOPPER	144,042.85	115,234.28
ASHLAND CHEMICAL CO.	88/04/30	5/00	1	052355	052355	03500	CU FT	HOPPER	20,577.55	16,462.04
KERR MCGEE CORPORATION	84/08/31	1/00	4	052356	052359	03500	CU FT	HOPPER	82,310.20	65,848.16
MORTON SALT DIVISION	82/12/31	0/03	1	052360	052360	03500	CU FT	HOPPER	21,890.80	17,512.64
ERCC INDUSTRIES LIMITED	92/04/30	10/00	1	052362	052362	03500	CU FT	HOPPER	21,890.83	17,512.66
MORTON SALT DIVISION	82/12/31	0/03	3	052363	052365	03500	CU FT	HOPPER	65,839.17	52,671.32
ERCC INDUSTRIES LIMITED	92/04/30	10/00	2	052366	052367	03500	CU FT	HOPPER	43,781.66	35,025.32
MORTON SALT DIVISION	82/12/31	0/03	1	052368	052368	03500	CU FT	HOPPER	21,890.83	17,512.66
UCCIDENTIAL CHEM. CORP.	85/07/31	5/00	1	052369	052369	03500	CU FT	HOPPER	21,890.83	17,512.66

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
MORTON SALT DIVISION	82/12/31	0/03	1	052370	052370	03500	CU FT	HOPPER	22,057.51	17,646.00
DOW CHEMICAL USA	0/00/00	1/00	1	052371	052371	03500	CU FT	HOPPER	22,057.51	17,646.00
MORTON SALT DIVISION	82/12/31	0/03	4	052372	052375	03500	CU FT	HOPPER	87,896.68	70,317.32
IMC CHEMICAL GROUP	83/12/31	1/00	1	052376	052376	03500	CU FT	HOPPER	22,057.51	17,646.00
MORTON SALT DIVISION	82/12/31	0/03	1	052377	052377	03500	CU FT	HOPPER	22,057.51	17,646.00
3M COMPANY	86/01/31	3/00	1	052378	052378	03500	CU FT	HOPPER	22,057.51	17,646.00
DOW CHEMICAL USA	0/00/00	1/00	1	052379	052379	03500	CU FT	HOPPER	22,057.51	17,646.00
ERCC INDUSTRIES LTD	92/04/30	10/00	1	052381	052381	03500	CU FT	HOPPER	22,056.55	17,645.24
MORTON SALT DIVISION	82/12/31	0/03	1	052382	052382	03500	CU FT	HOPPER	22,056.60	17,645.28
ERCC INDUSTRIES LIMITED	92/04/30	10/00	1	052383	052383	03500	CU FT	HOPPER	22,056.60	17,645.28
ALCAN SMELTERS AND CHEMIC	87/03/31	5/00	1	052384	052384	03500	CU FT	HOPPER	22,056.60	17,645.28
MORTON SALT DIVISION	82/12/31	0/03	4	052385	052388	03500	CU FT	HOPPER	88,226.40	70,581.12
ERCC INDUSTRIES LIMITED	92/04/30	10/00	1	052389	052389	03500	CU FT	HOPPER	22,056.60	17,645.28
MORTON SALT DIVISION	82/12/31	0/03	1	052390	052390	03500	CU FT	HOPPER	22,080.12	17,664.09
3M COMPANY	86/01/31	3/00	1	052391	052391	03500	CU FT	HOPPER	22,080.12	17,664.09
COLONIAL SUGAR COMPANY	83/07/31	10/00	1	052392	052392	03500	CU FT	HOPPER	22,080.12	17,664.09
MORTON SALT DIVISION	82/12/31	0/03	1	052393	052393	03500	CU FT	HOPPER	22,080.12	17,664.09
INTERNATIONAL MINERALS	81/10/31	5/00	1	052394	052394	03500	CU FT	HOPPER	22,080.12	17,664.09
MORTON SALT DIVISION	82/12/31	0/03	1	052395	052395	03500	CU FT	HOPPER	22,080.12	17,664.09
ERCC INDUSTRIES LIMITED	92/04/30	10/00	1	052396	052396	03500	CU FT	HOPPER	22,080.12	17,664.09
MORTON SALT DIVISION	82/12/31	0/03	1	052398	052398	03500	CU FT	HOPPER	22,080.12	17,664.09
ERCC INDUSTRIES LIMITED	92/04/30	10/00	1	052399	052399	03500	CU FT	HOPPER	22,816.12	18,252.89
OLIN CHEMICALS OLIN CORP	81/05/31	0/06	1	052446	052446	03500	CU FT	HOPPER	21,633.97	17,307.17
ENDASA	85/12/31	1/06	2	052447	052448	03500	CU FT	HOPPER	43,267.94	34,614.34
EXXON CHEMICAL AMERICAS	83/11/30	5/00	1	052449	052449	03500	CU FT	HOPPER	21,633.97	17,307.17
SEACOAST PRODUCTS INC	83/04/30	5/00	1	052450	052450	03500	CU FT	HOPPER	21,633.97	17,307.17
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	052455	052455	03500	CU FT	HOPPER	22,543.85	18,035.08
OLIN CHEMICALS OLIN CORP	79/12/31	0/06	1	052456	052456	03500	CU FT	HOPPER	22,543.85	18,035.08
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	052457	052457	03500	CU FT	HOPPER	22,543.85	18,035.08
OLIN CHEMICALS OLIN CORP	79/12/31	0/06	1	052458	052458	03500	CU FT	HOPPER	22,543.85	18,035.08
POTASH COMPANY OF AMERICA	84/07/31	5/00	4	052459	052462	03500	CU FT	HOPPER	90,175.40	72,140.32
OLIN CHEMICALS OLIN CORP	79/12/31	0/06	1	052463	052463	03500	CU FT	HOPPER	22,543.85	18,035.08
POTASH COMPANY OF AMERICA	84/07/31	5/00	3	052464	052466	03500	CU FT	HOPPER	67,631.55	54,105.24
E. I. DUPONT DE NEMOURS	84/08/31	5/00	1	052467	052467	03500	CU FT	HOPPER	22,543.85	18,035.08
POTASH COMPANY OF AMERICA	84/07/31	5/00	2	052468	052469	03500	CU FT	HOPPER	45,087.70	36,070.16
OLIN CHEMICALS OLIN CORP	79/12/31	0/06	1	052471	052471	03500	CU FT	HOPPER	22,459.60	17,967.66
POTASH COMPANY OF AMERICA	84/07/31	5/00	7	052472	052478	03500	CU FT	HOPPER	157,391.48	125,913.17
OLIN CHEMICALS OLIN CORP	79/12/31	0/06	2	052479	052480	03500	CU FT	HOPPER	45,093.03	36,074.42
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	052481	052481	03500	CU FT	HOPPER	22,459.69	17,967.75
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	052483	052483	03500	CU FT	HOPPER	22,459.69	17,967.75
OLIN CHEMICALS OLIN CORP	79/12/31	0/06	2	052485	052486	03500	CU FT	HOPPER	45,266.68	36,213.34
POTASH COMPANY OF AMERICA	84/07/31	5/00	3	052487	052489	03500	CU FT	HOPPER	67,900.02	54,320.01
OLIN CHEMICALS OLIN CORP	79/12/31	0/06	1	052490	052490	03500	CU FT	HOPPER	22,633.34	18,106.67
FILTRCL CORPORATION	85/01/31	5/00	7	052493	052499	03500	CU FT	HOPPER	156,063.51	124,850.79
STANCHEM DIVISION OF	86/02/28	5/00	1	052506	052506	03500	CU FT	HOPPER	25,267.56	20,214.04
IMC CHEMICAL GROUP	83/12/31	1/00	1	052507	052507	03500	CU FT	HOPPER	25,459.83	20,367.86
POTASH CORPORATION OF	85/12/31	5/00	2	052508	052509	03500	CU FT	HOPPER	50,919.67	40,735.73
IMC CHEMICAL GROUP	83/12/31	1/00	1	052511	052511	03500	CU FT	HOPPER	25,459.83	20,367.86
POTASH CORPORATION OF	86/12/31	4/05	2	052512	052513	03500	CU FT	HOPPER	50,919.66	40,735.72
KERR MCGEE CORPORATION	85/12/31	5/00	1	052514	052514	03500	CU FT	HOPPER	25,459.83	20,367.86
IMC CHEMICAL GROUP	83/12/31	1/00	1	052515	052515	03500	CU FT	HOPPER	25,459.83	20,367.86

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUANTITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULL LATERAL VALUE
KERR MCGEE CORPORATION	86/09/30	5/00	1	052516	052516	03500	CU FT	HOPPER	25,459.83	20,367.86
POTASH COMPANY OF AMERICA	86/01/31	5/00	1	052517	052517	03500	CU FT	HOPPER	25,459.83	20,367.86
KERR MCGEE CORPORATION	85/12/31	5/00	2	052518	052519	03500	CU FT	HOPPER	50,919.66	40,735.72
IMC CHEMICAL GROUP	82/12/31	5/00	1	052521	052521	03500	CU FT	HOPPER	25,459.83	20,367.86
KIDD CREEK MINES, LTD	84/11/30	2/11	1	052522	052522	03500	CU FT	HOPPER	25,459.83	20,367.86
IMC CHEMICAL GROUP	83/12/31	1/00	1	052523	052523	03500	CU FT	HOPPER	25,459.83	20,367.86
POTASH COMPANY OF AMERICA	82/05/31	5/00	1	052524	052524	03500	CU FT	HOPPER	25,459.83	20,367.86
IMC CHEMICAL GROUP	83/12/31	1/00	1	052526	052526	03500	CU FT	HOPPER	25,514.78	20,411.93
POTASH CORPORATION OF	85/12/31	5/00	1	052528	052528	03500	CU FT	HOPPER	25,514.92	20,411.93
KERR MCGEE CORPORATION	85/12/31	5/00	1	052529	052529	03500	CU FT	HOPPER	25,514.92	20,411.93
POTASH CORPORATION OF	85/12/31	5/00	1	052530	052530	03500	CU FT	HOPPER	25,514.92	20,411.93
KERR MCGEE CORPORATION	86/09/30	5/00	1	052531	052531	03500	CU FT	HOPPER	25,514.92	20,411.93
POTASH CORPORATION OF	85/12/31	5/00	1	052533	052533	03500	CU FT	HOPPER	25,514.92	20,411.93
IMC CHEMICAL GROUP	83/12/31	1/00	1	052534	052534	03500	CU FT	HOPPER	25,514.92	20,411.93
POTASH CORPORATION OF	85/12/31	5/00	1	052535	052535	03500	CU FT	HOPPER	25,514.92	20,411.93
KERR MCGEE CORPORATION	86/09/30	5/00	1	052536	052536	03500	CU FT	HOPPER	25,514.92	20,411.93
KERR MCGEE CORPORATION	85/12/31	5/00	1	052538	052538	03500	CU FT	HOPPER	25,514.92	20,411.93
POTASH CORPORATION OF	85/12/31	5/00	3	052539	052541	03500	CU FT	HOPPER	76,162.04	60,929.61
IMC CHEMICAL GROUP	83/12/31	1/00	1	052542	052542	03500	CU FT	HOPPER	25,514.92	20,411.93
KERR MCGEE CORPORATION	86/09/30	5/00	1	052543	052543	03500	CU FT	HOPPER	25,514.92	20,411.93
IMC CHEMICAL GROUP	83/12/31	1/00	1	052544	052544	03500	CU FT	HOPPER	25,514.92	20,411.93
KIDD CREEK MINES, LTD	84/11/30	2/11	1	052545	052545	03500	CU FT	HOPPER	25,514.92	20,411.93
POTASH CORPORATION OF	85/12/31	5/00	1	052546	052546	03500	CU FT	HOPPER	25,514.92	20,411.93
OCIDENTIAL CHEM. CORP.	84/01/31	5/00	1	052547	052547	03500	CU FT	HOPPER	25,514.92	20,411.93
GODCHAUX HENDERSON	84/04/30	5/00	1	052548	052548	03500	CU FT	HOPPER	25,514.92	20,411.93
KEMANORD INC.	84/01/31	0/08	1	052549	052549	03500	CU FT	HOPPER	25,514.92	20,411.93
IMC CHEMICAL GROUP	83/12/31	1/00	1	052550	052550	03500	CU FT	HOPPER	25,514.92	20,411.93
INTERNATIONAL MINERALS	83/12/31	5/00	5	052551	052555	03500	CU FT	HOPPER	117,707.84	94,166.25
INTERNATIONAL MINERALS	83/12/31	5/00	3	052557	052559	03500	CU FT	HOPPER	70,980.54	56,784.42
PQ CORPORATION	85/06/30	5/00	1	052560	052560	03500	CU FT	HOPPER	23,719.48	18,975.58
SLOCAN FOREST PRODUCTS	80/12/31	0/10	7	053172	053178	05200	FEET	FLAT	195,163.85	156,131.08
SLOCAN FOREST PRODUCTS	80/12/31	0/10	2	053180	053181	05200	FEET	FLAT	55,761.10	44,808.88
OLIN CHEMICALS OLIN CORP.	85/03/31	5/00	1	058461	058461	05900	CU FT	HOPPER	51,964.73	41,571.78
OLIN CHEMICALS OLIN CORP.	85/03/31	5/00	1	058463	058463	05900	CU FT	HOPPER	51,964.73	41,571.78
H B REED AND COMPANY INC	83/07/31	5/00	1	080014	080014	02000	CU FT	HOPPER	149.10	119.28
SOUTHERN PACIFIC	82/06/30	5/00	2	080017	080018	02000	CU FT	HOPPER	300.60	240.48
NEWPORT NEWS SHIPBUILDING	85/10/31	5/00	1	080019	080019	02000	CU FT	HOPPER	149.70	119.76
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	080084	080084	02000	CU FT	HOPPER	3,161.28	2,529.02
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	080094	080094	02000	CU FT	HOPPER	3,629.62	2,903.69
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	080104	080104	02000	CU FT	HOPPER	3,629.62	2,903.69
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	080106	080106	02000	CU FT	HOPPER	3,161.28	2,529.02
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	080108	080108	02000	CU FT	HOPPER	6,773.52	5,418.81
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	080113	080113	02000	CU FT	HOPPER	3,161.28	2,529.02
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	080122	080122	02000	CU FT	HOPPER	6,427.64	5,142.11
ANN ARBOR RAILROAD SYSTEM	84/08/31	5/00	1	080199	080199	02000	CU FT	HOPPER	3,161.28	2,529.02
ENDASA	83/06/09	0/02	1	090026	090026	03500	CU FT	HOPPER	13,446.52	10,757.21
SPRECKELS SUGAR DIVISION	85/08/31	5/00	2	090238	090239	04200	CU FT	HOPPER	40,014.86	32,011.88
SPRECKELS SUGAR DIVISION	85/08/31	5/00	2	090241	090242	04200	CU FT	HOPPER	40,014.86	32,011.88
SPRECKELS SUGAR DIVISION	85/08/31	5/00	1	090244	090244	04200	CU FT	HOPPER	20,007.43	16,005.94
SPRECKELS SUGAR DIVISION	85/08/31	5/00	2	090246	090247	04200	CU FT	HOPPER	40,014.86	32,011.88
INTERNATIONAL MULTI FOCCS	84/01/31	5/00	3	102215	102217	03100	CU FT	REFRIG	25,154.61	20,123.67

DEFINITIONS

AAR Value shall have the meaning assigned to it in the Master Agreement.

Affiliate shall have the meaning assigned to it in the Master Agreement.

Business Day shall have the meaning assigned to it in the Master Agreement.

Canadian Company means North American Car (Canada) Limited, an Ontario corporation.

Casualty Occurrence shall have the meaning assigned to it in Section 4 hereof.

Code means the Uniform Commercial Code as adopted and in effect from time to time in Illinois.

Company means North American Car Corporation, a Delaware corporation.

Collateral means all of the property of the Company described in the Granting Clauses hereof.

Collateral Agent means The First National Bank of Chicago, or its successor selected pursuant to the Inter-creditor Agreement, acting in its capacity as Collateral Agent under the Documents and not in its individual capacity.

Creditors means Bank of America National Trust and Savings Association, The Bank of New York, Bankers Trust Company, Barclays Bank International Limited, California Canadian Bank, Canadian Imperial Bank of Commerce, The Chase Manhattan Bank, N.A., Chemical Bank, Continental Illinois National Bank and Trust Company of Chicago, Credit Lyonnais, Crocker National Bank, Deutsche Bank AG, The First National Bank of Chicago, Fuyo General Lease Co., Ltd., Harris Trust and Savings Bank, Manufacturers Hanover Trust Company, Marubeni Corporation, Morgan Guaranty Trust Company of New York, Orient Leasing Co., Ltd., Seattle First National Bank, Societe Generale, Societe Generale de Banque, Union Bank of Switzerland and Wells Fargo Bank, National Association, and any permitted successors to the interests in the Obligations owing to any such corporation or institution pursuant to the Master Agreement.

Default shall have the meaning assigned to it in Section 10(a) hereof.

Documents shall have the meaning assigned to it in the Master Agreement.

Effective Date shall mean the date this Security Agreement becomes effective pursuant to Section 22 hereof.

Eminent Domain shall have the meaning assigned to it in the Master Agreement.

Equipment means all of the Units.

ETC Agreements shall have the meaning assigned to it in the Master Agreement.

Existing Prior Lien Agreement means the Second 1967 Agreement.

Intercompany Security Agreement means the Intercompany Security Agreement of even date herewith between the Canadian Company and the Company, as the same may be hereafter amended, modified or supplemented.

Intercreditor Agreement shall have the meaning assigned to it in the Master Agreement.

Lien shall have the meaning assigned to it in the Master Agreement.

Master Agreement means the Master Credit Terms Agreement of even date herewith among the Company, the Creditors and the Collateral Agent, as the same may be hereafter amended, modified or supplemented.

Obligations shall have the meaning assigned to it in the Master Agreement.

Officers' Certificate shall have the meaning assigned to it in the Master Agreement.

Opinion of Counsel means an opinion in writing signed by legal counsel who shall be satisfactory to the Collateral Agent and who may, unless in a particular instance the Collateral Agent shall otherwise require, be an employee of or of counsel to the Company. The acceptance by the Collateral Agent of, and its failure to object to, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Collateral Agent.

Prior Lien Agreements means one or more of the Existing Prior Lien Agreement and the Substitute Prior Lien Agreements.

Second 1967 Agreement means the Equipment and Collateral Trust Agreement dated as of May 1, 1967 by and between Bankers Trust Company, as Trustee, and the Company, as heretofore and hereafter amended or supplemented.

Security Documents shall have the meaning assigned to it in the Master Agreement.

Substitute Prior Lien Agreement shall have the meaning assigned to it in Section 9(c) hereof.

Unencumbered Cars Security Agreement means the Unencumbered Cars Security Agreement of even date herewith among the Company, the Canadian Company and the Collateral Agent, as the same may be hereafter amended, modified or supplemented.

Unit means any unit of railroad equipment described in the Granting Clauses hereof, together with any and all accessories, additions, improvements, parts and equipment owned by the Company and at any time affixed to such unit.

OPINION OF ICC COUNSEL

The opinion of Wilmer, Cutler and Pickering, ICC Counsel to the Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that:

Based on an examination of filings with the Interstate Commerce Commission (the "Commission") pursuant to Section 11303(a) of the Interstate Commerce Act (the "Act"), 49 U.S.C. §11303(a):

1. The Security Agreement has been duly filed with the Commission pursuant to Section 11303(a) of the Act, and no other filing, registration or recording is necessary in the United States to protect the Collateral Agent's security interest in the Equipment, the rights of the Company therein and the rights of the Company, as lessor, in, to and under all leases thereof.

2. The Equipment described in Schedule 1 hereto and the rights of the Company, as lessor, in, to and under all leases thereof are free and clear of all liens and encumbrances and any claims of third parties other than the Existing Prior Lien Agreement, the Security Agreement and

liens not prohibited under Section 5.01 of the Master Agreement other than clause (a) thereof.

OPINION OF CANADIAN COUNSEL

The opinion of Osler, Hoskin & Harcourt, Canadian counsel to the Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that:

1. The Security Agreement was, within 21 days of the date of the execution thereof, deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, and all arrangements have been made for publication of notice of such deposit in the Canada Gazette, and no other deposit, filing, registration or recording is necessary for the effective perfection or protection in Canada of the Collateral Agent's security interest in the Equipment described in the Security Agreement.

2. Duly executed counterparts of the Security Agreement, or financing statements with respect to the Collateral, other than the Equipment, described therein, have been registered, filed or recorded within the required time periods in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario, and no other deposit, filing, registration or recording is necessary in such provinces for the effective perfection or protection in such

provinces of the Collateral Agent's security interest in the Collateral, other than the Equipment, described in the Security Agreement.

3. The Security Agreement creates a valid and perfected security interest in favor of the Collateral Agent, enforceable against the Company and the Canadian Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4. No consent, approval, authorization or order of, or notice to or registration or filing with, the Canadian Government or any province or any subdivision of any of them or any agency or department of any of them, other than the deposits, filings and recordations referred to in paragraphs 1 and 2, is necessary in connection with the execution by the Company of the Master Agreement and by the Company and the Canadian Company of the Security Agreement or any transaction contemplated by either thereof.

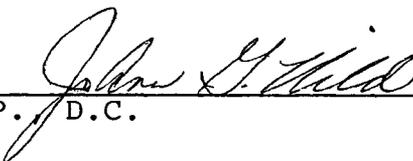
OPINION OF COMPANY COUNSEL

The opinion of Pedersen & Houpt P.C., counsel to the Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that duly executed counterparts of the Security Agreement, or a financing statement with respect to the Collateral, other than the Equipment, described therein, have been filed pursuant to the Code in the State of Illinois, and no other filing, registration or recording is necessary for the effective perfection or protection in the United States of the Collateral Agent's security interest in the Collateral, other than the Equipment, described in the Security Agreement.

City of Washington)
) SS
District of Columbia)

I, JoAnn G. Wild, a notary public
in and for the District of Columbia do hereby certify
that annexed hereto, is a true, complete and correct
copy of the ETC Cars Security Agreement No. 1 dated
September 8, 1983.

Given under my hand and seal this 12th day of
September 1983.



N.P. D.C.

JoAnn G. Wild
Notary Public, District of Columbia
My Commission Expires Dec. 15, 1987